

**ALL CELL PHONES AND ELECTRONIC DEVICES MUST BE  
TURNED OFF IN THE COUNCIL CHAMBERS**

**A G E N D A  
REEDLEY CITY COUNCIL MEETING**

**7:00 P.M.**

**TUESDAY, October 24, 2017**

**Meeting Held in the Council Chambers  
845 "G" Street, Reedley, California**

The Council Chambers are accessible to the physically disabled. Requests for additional accommodations for the disabled, including auxiliary aids or services, should be made one week prior to the meeting by contacting the City Clerk at 637-4200 ext. 212.

Any document that is a public record and provided to a majority of the City Council regarding an open session item on the agenda will be made available for public inspection at City Hall, in the City Clerk's office, during normal business hours. In addition, such documents may be posted on the City's website.

Unless otherwise required by law to be accepted by the City at or prior to a Council meeting or hearing, no documents shall be accepted for Council review unless they are first submitted to the City Clerk by the close of business one day prior to said Council meeting/hearing at which the Council will consider the item to which the documents relate, pursuant to the adopted City Council Protocols.

City of Reedley's Internet Address is [www.reedley.ca.gov](http://www.reedley.ca.gov)

Anita Betancourt, Mayor

Frank Piñon, Mayor Pro Tem  
Mary Fast, Council Member

Robert Beck, Council Member  
Ray Soleno, Council Member

**MEETING CALLED TO ORDER**

**INVOCATION** – Micah Thiesen, Middle School Director of the Reedley Mennonite Brethren Church

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**AGENDA APPROVAL – ADDITIONS AND/OR DELETIONS**

**PRESENTATION**

1. INTRODUCTION OF THE 2017 GRADUATING CLASS OF REEDLEY POLICE DEPARTMENT EXPLORERS.

**PUBLIC COMMENT** – *Provides an opportunity for members of the public to address the City Council on items of interest to the public within the Council's jurisdiction and which are not already on the agenda this evening. It is the policy of the Council not to answer questions impromptu. Concerns or complaints will be referred to the City Manager's office. Speakers should limit their comments to not more than three (3) minutes. No more than ten (10) minutes per issue will be allowed. For items which are on the agenda this evening, members of the public will be provided an opportunity to address the Council as each item is brought up*

## NOTICE TO PUBLIC

**CONSENT** AGENDA items are considered routine in nature and voted upon as one item. Under a **CONSENT AGENDA** category, a recommended course of action for each item is made. Any Council Member may remove any item from the **CONSENT AGENDA** in order to discuss and/or change the recommended Course of action, and the Council can approve the remainder of the **CONSENT AGENDA**. A Council Member's vote in favor of the **CONSENT AGENDA** is considered and recorded as a separate affirmative vote in favor of each action listed. Motions in favor of the **CONSENT AGENDA** are deemed to include a motion to waive the full reading of any ordinance on the **CONSENT AGENDA**. For **adoption of ordinances**, only those that have received a unanimous vote upon introduction are considered **CONSENT** items.

### CONSENT AGENDA (Item 2 - 9)

Motion \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_

2. MINUTES OF THE REGULAR COUNCIL MEETING OF SEPTEMBER 12, 2017, SEPTEMBER 26, 2017 AND OCTOBER 10, 2107. – (City Clerk)  
Staff Recommendation: Approve
3. APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE A 60 MONTH COPIER LEASE AGREEMENT WITH ZOOM IMAGING SOLUTIONS, INC. – (Administrative Services)  
Staff Recommendation: Approve
4. APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE A ONE YEAR PROFESSIONAL SERVICES CONTRACT WITH WORLDLIGHT MEDIA, LLC FOR ONGOING CITY WEBSITE MAINTENANCE SERVICES. – (Administrative Services)  
Staff Recommendation: Approve
5. ADOPT ORDINANCE NO. 2017-005, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REEDLEY AMENDING THE TEXT OF THE REEDLEY MUNICIPAL CODE PERTAINING TO ADDRESSING THE COMMITMENT OF NO LESS THAN 50% OF THE CITY'S STORM WATER DEVELOPMENT IMPACT FEE COLLECTION TO RECHARGE ACTIVITIES. – (Community Development)  
Staff Recommendation: Approve
6. ADOPT RESOLUTION NO. 2017-090 OF THE CITY COUNCIL OF THE CITY OF REEDLEY CORRECTING & RESTATING THE TIERED MEDICAL BENEFIT STRUCTURE FOR CITY OF REEDLEY RETIREES. – (Administrative Services)  
Staff Recommendation: Approve
7. ADOPT RESOLUTION NO. 2017-092 AMENDING THE 2017-18 ADOPTED BUDGET APPROPRIATING \$11,092 IN THE GENERAL FUND FOR SAVE THE CHILDREN SUMMER PROGRAM AT WASHINGTON SCHOOL. - (Community Services)  
Staff Recommendation: Approve

8. ADOPT RESOLUTION NO. 2017-093 OF THE CITY COUNCIL OF THE CITY OF REEDLEY AMENDING THE 2017-2018 BUDGET TO HIRE CONSULTANTS TO COLLECT TRAFFIC DATA AND PERFORM TESTING AND ANALYSIS OF THE EXISTING PAVEMENT ON MANNING AVENUE TO OBTAIN AN ECONOMICAL AND APPROPRIATELY DESIGNED STRUCTURAL SECTION. – (City Engineer)

Staff Recommendation: Approve

9. ADOPT RESOLUTION NO. 2017-094 WHICH REPLACES RESOLUTION 2017-017 RATIFYING THE SUBMITTAL OF A GRANT APPLICATION TO THE STATE OF CALIFORNIA, DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, UNDER ITS HOUSING-RELATED PARKS PROGRAM. – (Community Development)

Staff Recommendation: Approve

## **ADMINISTRATIVE BUSINESS**

10. APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY FOR THE PROVISION OF MEDICAL COVERAGE FOR ELIGIBLE CITY EMPLOYEES, RETIREES, AND DEPENDENTS FOR THE 2018 CALENDAR YEAR. -

Report, discussion and/or other Council action to approve, modify, and/or take other action as appropriate. (Administrative Services)

Staff Recommendation: Approve

## **WORKSHOP**

11. SURVEY RESULTS OF COUNCIL MEMBER STIPENDS PAID BY OTHER JURISDICTIONS, AS REQUESTED BY COUNCIL.

## **RECEIVE INFORMATION & REPORTS**

*These items are formal transmittals of information to the Reedley City Council. They are not voted upon by the Reedley City Council. Members of the public who have questions on these items are suggested to call City staff members during regular business hours.*

12. RECEIVE, REVIEW, AND FILE THE 2016-17 FISCAL YEAR ANNUAL DEVELOPMENT IMPACT FEE REPORT. – Administrative Services

13. RECEIVE, REVIEW, AND FILE THE QUARTERLY INVESTMENT REPORT FOR 1<sup>ST</sup> QUARTER FISCAL YEAR 2017-18.

## **COUNCIL REPORTS**

14. BRIEF REPORT BY COUNCIL MEMBERS ON CITY RELATED ACTIVITIES AS AUTHORIZED BY THE BROWN ACT AND REQUESTS FOR FUTURE AGENDA ITEMS.

## **STAFF REPORTS**

15. UPDATES AND/OR REPORTS BY CITY MANAGER AND/OR STAFF MEMBERS.

## CLOSED SESSION

### 16. GOVERNMENT CODE SECTION 54956.9(d)(1)

Conference with legal counsel – Existing Litigation

Name of Case: *City of Reedley v. The Dow Chemical Co. et al.*,  
San Francisco Superior Court Case No. CGC-12-527321

## RECONVENE INTO OPEN SESSION

## ADJOURNMENT

### Dates to Remember:

November 14, 2017

November 21, 2017 – Possibly Going Dark

*I hereby certify under penalty of perjury, under the laws of the State of California that the foregoing revised agenda was posted in accordance with the applicable legal requirements. Dated this 19th day of October 2017.*

Sylvia B. Plata, City Clerk





## REEDLEY CITY COUNCIL MEETING – September 12, 2017

A complete audio record of the minutes is available at [www.reedley.ca.gov](http://www.reedley.ca.gov)

#2

The regular meeting of the Reedley City Council meeting was called to order by Mayor Betancourt at 7:00 p.m. on Tuesday, September 12, 2017 in the City Hall Council Chambers, 845 “G” Street, Reedley, California.

**INVOCATION** – Msgr. Esquivel, St. Anthony of Padua Church

### **PLEDGE OF ALLEGIANCE**

The pledge of allegiance was led by Council Member Fast

### **ROLL CALL**

Council Members

Present: Mary Fast, Frank Piñon, Ray Soleno, Anita Betancourt.

Absent: Robert Beck

### **AGENDA APPROVAL – ADDITIONS AND/OR DELETIONS**

Council Member Piñon moved, Council Member Soleno seconded to accept and approve agenda.

AYES: Piñon, Soleno, Fast, Betancourt.

NOES: None.

ABSTAIN: None.

ABSENT: Beck.

### **PUBLIC COMMENT**

00:02:23

Bill Olinger, 18750 E Adams Ave, Reedley – Reported on the poor condition of the lights along buildings in the downtown area, provided some history on the installation and maintenance of the lights which were now beyond repair.

City Manager said that she and Public Works Director would be reviewing the situation and see what could be done. Russ Robertson, Public Works Director said that staff had a conference call with Dale Melville to discuss the situation and discussed the types and cost involved in replacing the existing lights. He also mentioned that the Streetscape Committee was entertaining the possibility of covering the purchase and for installation expense.

Council thanked Mr. Olinger for his years of providing a service to the downtown area and the community of

### **CONSENT AGENDA (Items 1-4)**

Council Member Fast requested that item #3 for discussion.

Council Member Soleno moved, Council Member Fast seconded to accept, approve and adopt all items listed under the **CONSENT AGENDA** as follow:

1. MINUTES OF THE REGULAR COUNCIL MEETING OF AUGUST 22, 2017. – *Approved*
2. AUTHORIZE THE CHIEF OF POLICE TO SUBMIT AN APPLICATION FOR THE FY 17/18 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FROM THE UNITED STATES DEPARTMENT OF JUSTICE. - *Approved*
3. ADOPT BUDGET AMENDMENT RESOLUTION NO. 2017-079 OF THE CITY COUNCIL OF THE CITY OF REEDLEY TO AMEND THE 2017-2018 BUDGET AND ADJUST FOUR PROJECT ACCOUNTS. – *Removed for discussion.*

## REEDLEY CITY COUNCIL MEETING – September 12, 2017

4. ADOPT RESOLUTION NO. 2017-082 OF THE CITY COUNCIL OF THE CITY OF REEDLEY GRANTING AUTHORITY TO THE CITY MANAGER TO NEGOTIATE AND ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH KELCO HOLDINGS LLC DBA PROJECT DELIVERY PROFESSIONALS FOR PROGRAM AND PROJECT MANAGEMENT SERVICES FOR A PERIOD OF TWO YEARS. - *Approved*

AYES: Soleno, Fast, Piñon, Betancourt.  
NOES: None.  
ABSTAIN: None.  
ABSENT: Beck.

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3. ADOPT BUDGET AMENDMENT RESOLUTION NO. 2017-079 OF THE CITY COUNCIL OF THE CITY OF REEDLEY TO AMEND THE 2017-2018 BUDGET AND ADJUST FOUR PROJECT ACCOUNTS

Council Member Fast asked staff for a brief overview of why these changes were needed. John Robertson, City Engineer said that there were three projects that modifications were necessary and it affected four different funding accounts. Mr. Robertson reviewed the projects and the needed funding modifications primarily due to late invoicing, causing the carryover of funding from one fiscal year to another.

Council Member Soleno moved, Council Member Piñon seconded to accept, approve and ADOPT BUDGET AMENDMENT RESOLUTION NO. 2017-079 OF THE CITY COUNCIL OF THE CITY OF REEDLEY TO AMEND THE 2017-2018 BUDGET AND ADJUST FOUR PROJECT ACCOUNTS

AYES: Soleno, Piñon, Fast, Betancourt.  
NOES: None.  
ABSTAIN: None.  
ABSENT: Beck.

### PUBLIC HEARING

00:17:41

5. CONSIDER ACTION RELATED TO ANNEXATION OF TERRITORY (ANNEXATION NO. 13) TO THE CITY OF REEDLEY COMMUNITY FACILITIES DISTRICT 2005-1(PUBLIC SERVICES) WHICH INCLUDES THE FOLLOWING:

A) RESOLUTION NO. 2017-075, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY OF ANNEXATION OF TERRITORY TO THE CITY OF REEDLEY COMMUNITY FACILITIES DISTRICT NO. 2005-1 (PUBLIC SERVICES), AUTHORIZING THE LEVY OF A SPECIAL TAX, AND SUBMITTING THE QUESTION OF LEVYING A SPECIAL TAX WITHIN THE AREA PROPOSED TO BE ANNEXED TO QUALIFIED ELECTORS – ANNEXATION NO. 13.

B) RESOLUTION NO. 2017-076, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY DECLARING RESULTS OF SPECIAL ANNEXATION ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF AMENDMENT TO NOTICE OF SPECIAL TAX LIEN.

Paul Melikian, Assistant City Manager indicated that to initiate the process for annexation into the Community Facilities District, the City Council approved a Resolution of Intention for Annexation no. 13 on July 25, 2017 and that resolution had a public hearing date for that evening. He said that the purpose of the public hearing was to take public comment on the annexation of territory to the CFD and to accept any protest from any property owners within the proposed boundaries and if no protests were received the Council could take the initial action to annex the territory to the CFD by approving a resolution on the annexation of the CFD and approving calling a special property owner election. He stated that once the election was called, the City Clerk would open and tabulate the ballots and if the owners of 50% of the land consent to the annexation then the City Council can take action to direct the recording of a Notice of Special Tax Lien.

## REEDLEY CITY COUNCIL MEETING – September 12, 2017

*Public Hearing Opened at 7:20 p.m.*

Christina Husbands, 1888 E. Ryan Lane, Fresno - Ms. Husbands works for the Fresno Housing Authority, the Developer, General Partner and Property Manager for Trailside Terrace which was the new constructed 55 units on G Street and understood that their annexation was one of the conditions of approval. She asked if there was a possibility that they could be awarded any concession or reductions on those fees which were estimated to be approximately \$27,000 per year, since the project was an Affordable Housing Development where the rents were restricted and their revenue was also restricted. She said that the estimated amount of \$27,000 was equivalent to approximately one month of rental revenue.

City Clerk announced that there were three ballots mailed out with the total of 7 votes. City Clerk stated that all three ballots had been received.

*Public Hearing Closed at 7:22 p.m.*

Council Member Fast asked that staff respond to Ms. Husbands' concern in her comment.

Assistant City Manager, Paul Melikian said that there was an established affordable housing rate in the CFD that was at a discounted rate over the market rate housing and it would be extended to this development.

- A) RESOLUTION NO. 2017-075, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY OF ANNEXATION OF TERRITORY TO THE CITY OF REEDLEY COMMUNITY FACILITIES DISTRICT NO. 2005-1 (PUBLIC SERVICES), AUTHORIZING THE LEVY OF A SPECIAL TAX, AND SUBMITTING THE QUESTION OF LEVYING A SPECIAL TAX WITHIN THE AREA PROPOSED TO BE ANNEXED TO QUALIFIED ELECTORS – ANNEXATION NO. 13.

Council Member Fast moved, Council Member Piñon seconded to accept, approve and ADOPT RESOLUTION NO. 2017-075, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY OF ANNEXATION OF TERRITORY TO THE CITY OF REEDLEY COMMUNITY FACILITIES DISTRICT NO. 2005-1 (PUBLIC SERVICES), AUTHORIZING THE LEVY OF A SPECIAL TAX, AND SUBMITTING THE QUESTION OF LEVYING A SPECIAL TAX WITHIN THE AREA PROPOSED TO BE ANNEXED TO QUALIFIED ELECTORS – ANNEXATION NO. 13.

AYES: Fast, Piñon, Soleno, Betancourt.  
NOES: None.  
ABSTAIN: None.  
ABSENT: Beck.

- B) RESOLUTION NO. 2017-076, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY DECLARING RESULTS OF SPECIAL ANNEXATION ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF AMENDMENT TO NOTICE OF SPECIAL TAX LIEN.

City Clerk again stated that 3 ballots with 7 total votes had been mailed out and all three had been received. City Clerk proceeded to open each ballot. Votes were read as follow:

Reedley Trailside Terrace LP - 2 votes – Yes  
Leanna Martens Trustee – 2 votes – No  
Immanuel Schools – 3 votes – Yes

City Clerk announced that sufficient votes had been received to proceed on Resolution No. 2017-076.

Council Member Soleno moved, Council Member Fast seconded to accept, approve and ADOPT RESOLUTION NO. 2017-076, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY DECLARING RESULTS OF SPECIAL ANNEXATION ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF AMENDMENT TO NOTICE OF SPECIAL TAX LIEN.



## REEDLEY CITY COUNCIL MEETING – September 12, 2017

AYES: Fast, Piñon, Soleno, Betancourt.  
NOES: None.  
ABSTAIN: None.  
ABSENT: Beck.

### RECEIVE INFORMATION & REPORTS

6. MINUTES OF THE COMMUNITY SERVICES COMMISSION SPECIAL MEETING OF APRIL 11, 2017 AND REGULAR MEETING OF JUNE 22, 2017. – Community Services

### COUNCIL REPORTS

7. BRIEF REPORT BY COUNCIL MEMBERS ON CITY RELATED ACTIVITIES AS AUTHORIZED BY THE BROWN ACT AND REQUESTS FOR FUTURE AGENDA ITEMS.

#### Council Member Piñon

- Spoke to some merchants in the downtown area that were pleased about the police department focusing and enforcing the illegal U-turns in the downtown area. They would like to see police officers walking downtown more often.

### STAFF REPORTS

8. UPDATES AND/OR REPORTS BY CITY MANAGER AND/OR STAFF MEMBERS.

#### City Manager, Nicole Zieba

- She would be attending the League of California Cities Conference and would be gone Wednesday through Friday. Reported on some of the interested topics for discussion while she was in Sacramento.
- Reported that the basketball area lights at CF Mueller Park had been fixed in case Council was asked.
- Explained that the \$8,000 expense item on the city's check run for work done at Chandler Airfield for electrical work performed was paid with FTCA grant money that had been approved by them with the Measure C dollars for the program that we are involved with.

#### Rob Terry, Community Development Director

- Provided an update on the 180 East Extension Project.

#### John Robertson, City Engineer

- Reported on the start of the Underground Utility District Project

#### Fire Chief Isaak

- Informed Council on the upcoming Ceremony of Honor for Perley E. Miller, who was the first Reedley Volunteer who lost their life in the line of duty and he would be honored by the department on October 7, 2107.

### CLOSED SESSION

9. GOVERNMENT CODE SECTION 54956.9(d)(1)  
Conference with legal counsel – Existing Litigation  
Name of Case: *City of Reedley v. The Dow Chemical Co. et al.*,  
San Francisco Superior Court Case No. CGC-12-527321

*Mayor Betancourt adjourned to a CLOSED SESSION at 7:39 p.m.*

### RECONVENE INTO OPEN SESSION

*Meeting reconvened to OPEN SESSION at 9:18 p.m.*

City Attorney, Scott Cross reported that no action was taken in closed session.



**REEDLEY CITY COUNCIL MEETING – September 12, 2017**

**ADJOURNMENT**

Mayor Betancourt adjourned the regular meeting at 8:11 p.m.

\_\_\_\_\_  
Anita Betancourt, Mayor

ATTEST:

\_\_\_\_\_  
Sylvia B. Plata, City Clerk

## REEDLEY CITY COUNCIL MEETING – September 26, 2017

A complete audio record of the minutes is available at [www.reedley.ca.gov](http://www.reedley.ca.gov)

The regular meeting of the Reedley City Council meeting was called to order by Mayor Betancourt at 7:00 p.m. on Tuesday, September 26, 2017 in the City Hall Council Chambers, 845 “G” Street, Reedley, California.

**INVOCATION** – Malcolm Light, Pastor of the Reedley Mennonite Brethren Church

### PLEDGE OF ALLEGIANCE

The pledge of allegiance was led by Council Member Soleno

### ROLL CALL

Council Members

Present: Robert Beck, Mary Fast, Ray Soleno, Anita Betancourt.

Absent: Frank Piñon

### AGENDA APPROVAL – ADDITIONS AND/OR DELETIONS

City Manager said that there was a request by a member of the public to swap Council item #8 & item #9 due to the number of people in attendance for that item that wanted to speak on that item.

Council Member Beck moved, Council Member Fast seconded to accept and approve agenda, including the change of items #8 & #9.

AYES: Beck, Fast, Soleno, Betancourt.

NOES: None.

ABSTAIN: None.

ABSENT: Piñon,

### PRESENTATION

#### 1. INTRODUCTION OF ANTONIO MOLINA, COACH OF THE YEAR – Community Services

Introduction was done by Ruben Castaneda Jr., Community Services Recreation Coordinator. Mr. Castaneda provided background information on Mr. Molina and explained why he had been selected as the Coach of the Year by the Community Services Department, presenting him with a plaque of appreciation. Council also thanked Mr. Molina for his service to the community.

### PUBLIC COMMENT

00:05:10

None.

### CONSENT AGENDA (Items 2-6)

00:06:05

Motion 2<sup>nd</sup>

Council Member Fast asked that Consent items #3 be removed for discussion.

Council Member Soleno moved, Council Member Beck seconded to accept, approve and adopt all items listed under the **CONSENT AGENDA** as follow:

2. APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN AN AGREEMENT WITH FRANZENHILL FOR AIRPORT FUEL SYSTEM COMPLIANCE TESTING AT THE REEDLEY MUNICIPAL AIRPORT. – *Approved*
3. APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC. TO PROVIDE A COMPREHENSIVE SOLID WASTE RATE STUDY IN ACCORDANCE WITH STATE LAW, RESULTS OF WHICH WILL BE BROUGHT BACK FOR DISCUSSION IN A FUTURE CITY COUNCIL MEETING. - *Removed for discussion*

## REEDLEY CITY COUNCIL MEETING – September 26, 2017

4. ADOPT RESOLUTION NO. 2017-084, ACCEPTING THE CONSTRUCTION IMPROVEMENTS FOR THE REEDLEY CITY STREET IMPROVEMENTS (PHASE VII), CDBG PROJECT NO. 16571, AND AUTHORIZE THE CITY ENGINEER TO FILE A NOTICE OF COMPLETION WITH THE COUNTY OF FRESNO'S RECORDER'S OFFICE. - *Approved*
5. ADOPT RESOLUTION NO. 2017-086 CERTIFYING THE 2017 ENGINEERING AND TRAFFIC SPEED SURVEY AND AUTHORIZING THE REEDLEY POLICE DEPARTMENT TO ENFORCE POSTED SPEED LIMITS WITH RADAR MEASURING DEVICES- *Approved*
6. ADOPT RESOLUTION NO. 2017-088 APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE PURCHASE AGREEMENTS, SIGN THE GRANT DEEDS, AND ESCROW INSTRUCTIONS ON BEHALF OF THE CITY OF REEDLEY TO ACCEPT STREET RIGHT OF WAY FROM TWO SEPARATE PROPERTY OWNERS RELATED TO THE REED AVENUE IMPROVEMENTS PHASE 2, FEDERAL-AID PROJECT NO. STPL-5216(035) PROJECT. – *Approved*

AYES: Soleno, Beck, Fast, Betancourt.  
NOES: None.  
ABSTAIN: None.  
ABSENT: Piñon.

- 
3. APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC. TO PROVIDE A COMPREHENSIVE SOLID WASTE RATE STUDY IN ACCORDANCE WITH STATE LAW, RESULTS OF WHICH WILL BE BROUGHT BACK FOR DISCUSSION IN A FUTURE CITY COUNCIL MEETING.

Council Member Fast asked staff to explain why this rate study was necessary. Russ Robertson, Director of Public Works explained that staff annually reviewed the Solid Waste Fund and in an attempt to forecast possible expenses and this year they were looking at increases such as the Southeast Regional surcharge fees and anticipating an increase of the Gas Tax going into effect November 1, 2017 which could affect the fund balance of the Solid Waste Enterprise Fund. The last report he said, was been done in 2009, and explained that when an annual the CPI increase was established in that rate study, the inflationary increase could only be done within a period of five years, and at the end of which a new study had to be done, so that inflationary increases were not perpetuity. He said that for the last several years, the city had done rate increase holidays, however in actuality they could not have increased rates without a rate study being performed. Mr. Robertson stated that since they were anticipating some increases in associated fees and felt that a rate study was needed to see if the city could go through another year without a rate increase or if rates had to be adjusted.

Council Member Fast asked that if the city would continue with the VIF fee if rates had to be increased. Mr. Robertson responded that it was unknown at that time if rates increases were needed and that the Vehicle Impact Fee was at Council's discretion. Mr. Robertson confirmed upon Council Member's request that this was only a rate study and when completed, staff would come back to Council.

AYES: Soleno, Beck, Betancourt.  
NOES: Fast.  
ABSTAIN: None.  
ABSENT: Piñon.

### PUBLIC HEARING

00:15:52

7. ADOPT RESOLUTION NO. 2017-087 FOR PROPOSED ANNEXATION OF LES SCHWAB TIRE CENTER, 379 I STREET, ASSESSOR'S PARCEL NO. 368-350-18, INTO THE CITY OF REEDLEY'S LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1.

## REEDLEY CITY COUNCIL MEETING – September 26, 2017

- A) OPEN PUBLIC HEARING FOR THE ANNEXATION OF LESS SCHWAB TIRE CENTER, 379 I STREET ASSESSOR'S PARCEL NO. 368-350-18 INTO THE CITY OF REEDLEY'S LANDSCAPING AND LIGHTING DISTRICT NO. 1, ZONE X. CLOSE THE PUBLIC HEARING AND OPEN BALLOT.
- B) ADOPT RESOLUTION NO. 2017-087 OF THE CITY COUNCIL OF THE CITY OF REEDLEY APPROVING THE ANNEXATION OF LES SCHWAB TIRE CENTER, 379 I STREET, ASSESSOR'S PARCEL NO. 368-350-18, INTO THE CITY OF REEDLEY'S LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1, ZONE X.

City Engineer, John Robertson requested that City Clerk pass out some revisions to the staff report, related to the assessment amount which contained an error reducing the amount of the assessment by approximately \$300. (Staff Report has been updated on the City's website). Mr. Robertson stated that the item before Council was the request to conduct the public hearing for the proposed annexation of Les Schwab Tire Center into the City of Reedley's Landscaping and Lighting Maintenance District. Mr. Robertson stated that on July 25, 2017, the City Council adopted a resolution initiating proceedings and setting a public hearing for September 26, 2017. The Public Hearing had been noticed in accordance with the State law. He explained that in order to maintain and provide ongoing cost to the landscaping, street trees, and street light utility cost within the public right of ways and/or easements, Les Schwab Tire Center was being annexed into the LLMD. He stated that pursuant to the provisions of the Landscaping and Lighting Act of 1972 the City could annex territory into the existing maintenance district to provide for the continued maintenance of landscaping and lighting improvement. He reviewed cost, calculation and processes of the annexation.

*Public Hearing Opened at 7:18 p.m.*

City Clerk announced that one (1) ballot with one (1) vote was mailed and (1) ballot with one (1) vote was returned.

*Public Hearing Closed at 7:19 p.m.*

### Opening of Ballot

City Clerk announced a ballot was received from Les Schwab Tire Center was opened and that their vote was "Yes", therefore, item "B" could be voted on.

- B) ADOPT RESOLUTION NO. 2017-087 OF THE CITY COUNCIL OF THE CITY OF REEDLEY APPROVING THE ANNEXATION OF LES SCHWAB TIRE CENTER, 379 I STREET, ASSESSOR'S PARCEL NO. 368-350-18, INTO THE CITY OF REEDLEY'S LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1, ZONE X.

Council Member Soleno moved, Council Member Beck seconded to accept, approve and ADOPT RESOLUTION NO. 2017-087 OF THE CITY COUNCIL OF THE CITY OF REEDLEY APPROVING THE ANNEXATION OF LES SCHWAB TIRE CENTER, 379 I STREET, ASSESSOR'S PARCEL NO. 368-350-18, INTO THE CITY OF REEDLEY'S LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1, ZONE X.

AYES: Soleno, Beck, Fast, Betancourt.  
NOES: None.  
ABSTAIN: None.  
ABSENT: Piñon.

### **ADMINISTRATIVE BUSINESS**

**01:34:42**

**(This item was heard after Agenda Item #9)**

- 8. ADOPT RESOLUTION NO. 2017-083 AMENDING THE 2017-18 ADOPTED BUDGET APPROPRIATING \$225,000 IN THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 FUND (SB 1) FOR A HEAVY ROAD MAINTENANCE PROJECT ON MANNING AVENUE, BETWEEN NORTH FRANKWOOD AVENUE AND COLUMBIA AVENUE.



## REEDLEY CITY COUNCIL MEETING – September 26, 2017

Assistant City Manager, Paul Melikian stated that on April 28, 2017 the Governor had signed SB1, Road Repair and Accountability Act of 2017 which was a very large increase in tax and fees for fuel, gasoline, diesel and vehicle registration fees. He said that it would be a large influx of revenue to cities and counties in the state which was designated specifically for road rehabilitation. At July's workshop, Council and staff discussed in detail what SB1 entailed and that it would be going into effect in November, understanding that cities would receive a partial year allocation of these funds. There are additional restrictions on how these funds could be spent and more reporting requirements. Mr. Melikian said that at the July workshop they had summarize all of the city's funding for our streets system and followed up with discussion of the eligible uses of the new revenue and identified essentially two options. The first was to do the majority of maintenance activities with in-house city staff and the second options was to outsource those maintenance projects the first year, however after discussion of both options Council's overall consensus was to outsource the project in the first year and then take a look at it in the future. Following the workshop, staff worked together to come up with the best use of the first year's limited amount of money and came up with the recommendation that they use the entire portion of the SB1 allocation for partial funding for a multi-year project for heavy road maintenance on Manning Avenue, between North Frankwood Avenue and Columbia Avenue which was classified as a major arterial street in the city. The project, he said, followed the recommended practices on the City's 2017 Pavement Management Plan.

Council Member Beck moved, Council Member Fast seconded to accept, approve and ADOPT RESOLUTION NO. 2017-083 AMENDING THE 2017-18 ADOPTED BUDGET APPROPRIATING \$225,000 IN THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 FUND (SB 1) FOR A HEAVY ROAD MAINTENANCE PROJECT ON MANNING AVENUE, BETWEEN NORTH FRANKWOOD AVENUE AND COLUMBIA AVENUE.

AYES: Beck, Fast, Soleno, Betancourt.  
NOES: None.  
ABSTAIN: None.  
ABSENT: Piñon.

Audio tracking number online is 00:20:27

9. UPDATE AND APPROVAL OF FOLLOW-UP ACTIONS RELATING TO PLACEMENT OF A TRANSITIONAL HOUSING FACILITY AT 1697 W. HUNTSMAN AVENUE

- A) RECEIVE REPORT OF PLANNING COMMISSION ACTIONS REGARDING ENVIRONMENTAL ASSESSMENT 2017-9 AND CONDITIONAL USE PERMIT 2017-6 RELATING TO THE PLACEMENT OF A TRANSITIONAL HOUSING FACILITY AT 1697 W. HUNTSMAN AVENUE.
- B) APPROVE AND AUTHORIZE THE CITY MANAGER TO ACCEPT GRANT FUNDS AWARDED TO THE CITY OF REEDLEY BY THE STATE OF CALIFORNIA, DEPARTMENT OF FINANCE, UNDER THE COMMUNITY BASED TRANSITIONAL HOUSING PROGRAM; PREDICATED ON THE APPROVAL OF CONDITIONAL USE PERMIT 2017-6.
- C) ADOPT RESOLUTION NO. 2017-089 AMENDING THE 2017-18 ADOPTED BUDGET APPROPRIATING \$560,000 IN THE TRANSITIONAL HOUSING STATE GRANT FUND FOR ACTIVITIES PERTAINING TO A TRANSITIONAL HOUSING PROGRAM.

Rob Terry, Community Development Director stated that before Council were three separate items and wanted to point out a couple of typos in the agenda which were non substantial in nature, however he wanted to make sure that they were very clear. Mr. Terry stated that he would provide a brief introduction on the three (3) separate items, but felt that the majority of the time would most likely be spent discussing item "A" and then items "B" and "C" would follow the discussion.

Item "A" had to do with Condition Use Permit 2017-6 and the Environmental Assessment 2017-9 which had both been acted upon by the Planning Commission at their previous meeting, including the public hearing, referring to FAITH Housing or Families Assisted in Transitional Housing. He stated that this process had been taken to the Planning Commission to determine the appropriateness of the use at this location. Mr. Terry provided background information on the project which was outlined in the staff report. Mr. Terry reported that Council gave approval to submit a grant application to the Transitional Housing program through the Police Department in June of 2017 and in August of 2017 the City of Reedley received notice of award from the State of a \$560,000 grant to the Police

## **REEDLEY CITY COUNCIL MEETING – September 26, 2017**

Department on behalf of the City of Reedley for this program. As part of this award, the State required a Conditional Use Permit from the city showing that it agreed on the use and was going to be supported, at the selected site. As with all Conditional Use Permit process it had gone through the Planning Commission with a public hearing the previous evening and provided an update on that meeting. The CEQA analysis he said, determined that this project was exempt from CEQA because it was an existing facility and there were no changes being made to the site or to the facility itself, so the Planning Commission considered the appropriateness of this proposed use of this address. Mr. Terry reviewed the various comments and concerns which were addressed at the Planning Commission meeting. Mr. Terry said that the CUP approval was required to permit the use but the action that the Planning Commission took was by no means the final step. The Operator would still be required to come to the city and go through at least a Memorandum of Understanding process and all of those items would come back to the Council for approval. He repeated that the CUP was the first step when and the City was simply stating that they believed the use would be appropriate in that area. He said that the CUP also contained language that allowed for the revoking of the CUP should there be any violation of the MOU, the lease or violation of anything that was contained in the conditional use permit. Mr. Terry reported that following considerable public discussion, the Planning Commission voted 3-1 in favor of granting the conditional use permit. The Planning Commission's decision started the 10 day appeal period at which anyone could appeal the their decision to the City Council by submitting an appeal in writing to the City Clerk accompanied by a \$500 appeal fee. Mr. Terry explained that this facility had operated as the Marjaree Mason Center from 2003-2016 and had ceased operations last year due to budget issues. Mr. Terry said that there no action from Council was being asked at that time on this matter because the action had been taken the previous evening by the Planning Commission. He wanted to just provide the Council with a good update on the meeting to make sure that Council was aware of the concerns that were brought before them at the Planning Commission meeting and the ways that staff had addressed them and would continue to address them moving forward. Council and staff discussions continued with various questions and clarifications.

For Item (B), Mr. Terry said that staff was recommending that Council provide approval for City Manager to officially accept the grant which would be predicated upon final approval of the Conditional Use Permit. Item (C), Staff was recommending that the Council approve the budget amendment to allow for the allocation of grant funds for the program.

Council Member Beck stated that one of the main concerns to him was the grant wording and with of the language. He was in favor of a transitional location for families that needed help, but was not in favor of a half-way house and that was of concern when he read the grant, and referred to AB 109.

City Manager said that it had been a topic in their discussion, of the potential need to give the grant dollars back to the State if they later came back and said that we had to accept parolees or probationer and that the city did not intend to accept active parolees or active probationers and those provisions would be incorporated provisions to the MOU with the liability to rest upon the non-profit entity.

*The following spoke in opposition to the project:*

Robert Miller, 1649 River Bluff Dr., Reedley  
Cliff Unruh, 1490 River Bluff Dr., Reedley  
Rodney Scott Branch, 1583 W Henley Creek Road, Reedley  
Zuly Navarro, 1629 W Henley Creek Road, Reedley  
Sage Clark, not provided  
Joseph J. Ibanez, 1526 W Henley Creek Road, Reedley  
Leticia Jurado, 1549 W. Kramer Ridge Road, Reedley  
Sonny Juado, 1549 W. Kramer Ridge Road, Reedley  
Nicolas, Fonseca, 1563 River Bluff Dr., Reedley  
Ken Dewhirst, 1545 River Bluff Dr., Reedley

### **Comments**

- Was disappointed with the process itself and the people involved. He understood that the process had started in June and the neighborhood had been noticed 2 weeks prior of the public hearing last night with a vote the following evening. It was clear that "yes" Planning Commissioners had listened but it was their impression that they, the Planning Commissioner had not been concern about their concerns and about what was going on with that home. They heard some good thing at this meeting, about what probably was not going into that home but the language was still in the approval document and until there was something different, there would not be any consensus in their neighborhood.



## REEDLEY CITY COUNCIL MEETING – September 26, 2017

- No communication from the City and improvement with transparency.
- Various statements made regarding their concern for the children's safety.
- Concern with the devaluation of their property. Was told by a realtor that they would be looking at 15% - 20% devaluation.
- Believed that it would create criminal activity. Discussed the fears of criminals, pedophiles and drug abusers.
- Liked the idea of families having a place to go but stated that the last time that facility was occupied, they had graffiti, broken car windows, houses spray painted, breaking and entering and as soon as that location was closed down, all the crime went away.
- Was told that nothing would be happening that evening and that they were told that they would be informed of any meetings concerning this issue, however didn't know about this meeting and had to find out about it by other means. He had been told that he didn't need to come to that evenings meeting because they would not be voting on anything.
- They were 1 of the 6 families that did receive notification and when she read the permit she thought that the city was placing a half-way house in backyard. She can see it if she looks over her fence and is concern for the safety of her children. They had problems with the women who lived there. No police patrol in their neighborhood. It was not the right place for people to be helped and there were other places where it could be located.
- Asked if they had an opportunity to see the petitions that were turned in at the CUP meeting. He said there was online petition circulated to get feedback from the community and a handwritten petition within their community. He felt it was important for Council to see that and the comments.
- Does not feel that it was a good idea to add another problem to this neighborhood. There was the mobile home park with senior citizens, and their two sections of the neighborhood west of the river.
- Is aware that this home would not be housing drug offenders, but the specifics as to when they were going to screened for drugs and the frequency of the drug screening and the criminal background checks was unclear. He questioned where the community involvement would be.
- As a Neighborhood Block Captain had asked to be included so he could share good information with this neighborhood and didn't know there was a meeting this evening and was upset about that.
- More people in that area needed to be notified.
- Requested an itemized budget of this program and where the dollars were going to be spent.
- Asked that if this project did proceed into fruition, they hoped there would be a lot of information in between now and then so they could have input.
- Who would continue to pay the expense, once these grant dollars were spent?
- Nothing in writing to clarify the full intent of this proposal, the oversight of facility, and who would be in charge in keeping track of the operations.
- Requested specific information regarding the operations of the facility, such as how many families to occupy, ratio to staff, parking issues etc.
- Would only like to see the facility only be used for helping families in transition. Requests a guarantee in writing.
- Would like to stop the project now and not let it continue.
- Questioned why the location had to be there.
- Stated that homeless individuals came to Reedley from other surrounding cities.

City Manager, Nicole Zieba wanted the public to be clear that the Council was not voting on the Conditional Use Permit nor would they be voting upon the use of the facility which would be done during the same period with the Memorandum of Understanding. Mr. Terry was just updating the Council on what happened with the CUP the previous evening and clarified that the Council would not be voting on the facility itself. That would be at the same time as when they would be voting on the MOU which she thought would be in November. Neighborhood meetings were being discussed with the Police Department and Hope Now. Again City Manager clarified that there would not be voting on the facility and the specific vote was whether or not the Council would accept the grant funds from the State and to allow staff to appropriate those funds in the budget but not to necessarily to spend them as administratively required. Ms. Zieba recapped the project and proposed timelines for public information.

Council Member Beck stated that his concern was that accepting grant funds would be setting the city up and stuck in that one spot. He was concerned that if we accepted the grant funding, we could not send it back because he did not want to be tied into something that we could not turn around. He said that it was a tough call because he heard a lot of member of the audience that had real concerns and he had been in similar situation like them and understood.

## REEDLEY CITY COUNCIL MEETING – September 26, 2017

Paul Melikian, Assistant City Manager stated that if we spent any of the grant funds and didn't move forward with the project, those funds spent would need to be returned to the State.

Council Member Fast asked if staff was working on the MOU or lease agreement that Council could review. She was ok in approving the item before Council that evening, but was not for ok for the process in total yet because they had not seen it. City Manager said that she absolutely understood and that the criteria would be written out for the community to see and staff was working on that with the non-profit organization.

Mayor Betancourt said that she appreciated individuals coming forward, sharing their concerns and that Council really was listening. She said that she had children and grandchildren living in Reedley and shared her personal experience taking in families, some total strangers that were in need of transitional housing for a week or two. She had taken young ladies with children that needed a safe place to stay and she would never ask anyone to do anything that she had not done before. She works with parents at a school site and see the struggles that parents go through and knows that there is a really need in our community for this type of facility. She reiterated that they were only voting to accept the funds and would be planning meetings along with the Ken Baker from Hope Now to provide all the information and their hopes for this home.

Council Member Soleno moved, Council Member Fast seconded to accept, approve and adopt (B) & (C)

**B) APPROVE AND AUTHORIZE THE CITY MANAGER TO ACCEPT GRANT FUNDS AWARDED TO THE CITY OF REEDLEY BY THE STATE OF CALIFORNIA, DEPARTMENT OF FINANCE, UNDER THE COMMUNITY BASED TRANSITIONAL HOUSING PROGRAM; PREDICATED ON THE APPROVAL OF CONDITIONAL USE PERMIT 2017-6.**

**C) ADOPT RESOLUTION NO. 2017-089 AMENDING THE 2017-18 ADOPTED BUDGET APPROPRIATING \$560,000 IN THE TRANSITIONAL HOUSING STATE GRANT FUND FOR ACTIVITIES PERTAINING TO A TRANSITIONAL HOUSING PROGRAM.**

AYES: Soleno, Fast, Betancourt.  
NOES: Beck.  
ABSTAIN: None.  
ABSENT: Piñon.

### 10. RECEIVE, REVIEW, AND FILE PRELIMINARY RESULTS OF AN AUDIT OF CITY TELECOMMUNICATIONS & DATA SERVICES.

Mr. Melikian, Assistant City Manager reported that on June 27, 2017, Council approved an agreement with The Spyglass Group, LLC to analyze the city's telecommunications service accounts in order to seek cost recovery, service elimination and provide us cost reduction recommendations. Acting on their recommendation and assistance the City was able to identify about a 12% savings overall, which was approximately nine to ten thousand dollars per year in savings. He provided the summaries of the preliminary results for Council's review.

## COUNCIL REPORTS

### 11. BRIEF REPORT BY COUNCIL MEMBERS ON CITY RELATED ACTIVITIES AS AUTHORIZED BY THE BROWN ACT AND REQUESTS FOR FUTURE AGENDA ITEMS.

#### Council Member Fast

- Attended the Upper Kings Basin Advisory Committee meeting and reported on the topics discussed.
- Attended the Good Morning Reedley event hosted by the Greater Reedley Chamber of Commerce.
- Attended the Choice Books Dinner fundraiser in Fresno.
- Attended Reedley College's Constitution sessions. Reported on the session attended.

#### Council Member Beck

- Attended Ken Enns memorial dedication on the trail hosted by Tree Fresno.



## REEDLEY CITY COUNCIL MEETING – September 26, 2017

### STAFF REPORTS

#### 22. UPDATES AND/OR REPORTS BY CITY MANAGER AND/OR STAFF MEMBERS.

##### City Manager, Nicole Zieba

- City Manager attended the League of California Conference and reported on various items discussed and thanked Council for allowing her to attend which was vitally important to keep up with new information and network with others.
- The Wireless Bill passed while she was in Sacramento and explained how that could affect the city.
- Fresno County Board of Supervisors had approved the MOU with the annexation and tax sharing on a 5-0 vote. She recognized Rob Terry, Director of Community Development for all his hard work on this item.
- Reported on “The Taste of the Town” event hosted by the Downtown Association.
- Reported on a bill that would be coming before the Legislature next year on a potential taxation of public water.
- Asked Council that if they wished to attend either the Fresno Fair Opening Ceremony or City of Reedley Horse race they should contact City Clerk for arrangements.

##### Rob Terry, Community Development Director

- Provided an update on PASEO 55.
- Reported back to Council on a previous question about whether Reed Ave would be going to 4 lanes with Measure C funding. He had researched all Measure C documents available and was not able to find anything that referenced such a project, however would continue to research.
- Reminded Council on the 180 East Groundbreaking ceremony would be held on October 12, 2017.

##### Police Chief Garza

- Reported on the FBI Academy providing a brief overview. Thanked City Manager and Council for allowing him to attend.
- Invited Council to the annual Reedley Night Out.
- Invited Council to the 19<sup>th</sup> Graduation of the Reedley Police Explorer Cadets on October 5, 2017.

##### Fire Chief Isaak

- Invited Council to a gathering with the Weather Warning Coordination Meteorologist from the National Weather Service in Hanford. He would be at the Reedley Fire Department for anyone that was interested in weather spotting.
- On October 7, 2107 the ceremony of honor for Perley Miller, marking the 100 years as the Reedley Fire Department line of duty death would be held at the Reedley Fire Department and invited Council to attend.
- On Reedley Fire Department’s Open House would be held on October 12, 2017 beginning at 5:30 p.m.

### ADJOURNMENT

Mayor Betancourt adjourned the regular meeting at 9:12 p.m.

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Anita Betancourt, Mayor

ATTEST:

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Sylvia B. Plata, City Clerk

## **REEDLEY CITY COUNCIL MEETING – October 10, 2017**

*A complete audio record of the minutes is available at [www.reedley.ca.gov](http://www.reedley.ca.gov)*

The regular meeting of the Reedley City Council meeting was called to order by Mayor Betancourt at 7:00 p.m. on Tuesday, October 10, 2017 in the City Hall Council Chambers, 845 “G” Street, Reedley, California.

**INVOCATION** – Ron Robertson, Pastor of the Full Gospel Tabernacle

### **PLEDGE OF ALLEGIANCE**

The pledge of allegiance was led by Council Member Beck

### **ROLL CALL**

Council Members

Present: Robert Beck, Mary Fast, Frank Piñon, Ray Soleno, Anita Betancourt.

Absent: None

### **AGENDA APPROVAL – ADDITIONS AND/OR DELETIONS**

Council Member Beck, Council Member Soleno seconded to accept and approve agenda.

Motion unanimously **carried**.

### **PRESENTATION**

1. **FIRE PREVENTION WEEK PROCLAMATION** - Fire Chief Isaak stated that his week was Fire Prevention week, and that it was always the goal of the Fire Department to education the community about fire safety and fire prevention by presentations to schools and they also hold the annual open house with an enormous display of fire apparatus, fire fighters and many activities to children and invited everyone to attend. Chantel Sanchez, Fire Explorer Battalion Chief and Elias Ceja Fire Explorer were introduced and they both read the proclamation.
2. **RED RIBBON WEEK PROCLAMATION** – Cyndee Trimble, from the Reedley Police Department and on behalf of the Red Ribbon Committee introduced Adelfa Lorenzano, member of the Red Ribbon Committee and representing the Reedley College Middle High School. Ms. Lorenzano introduced her students, Citlalli Vargas, Jane Heathcote, and Yazmine Bedolla who read the proclamation.
3. **NATIONAL COMMUNITY PLANNING MONTH PROCLAMATION** - Rob Terry read the proclamation declaring October as the National Community Planning Month, stating that he had a dual role before Council that evening which was as the Director of Community Development and as the current Section Director for the Central Section of the California Chapter of the American Planning Association.
4. **PROMOTION RECOGNITION FOR RECORDS SPECIALIST MARISSA ONTIVEROS**- Chief Garza introduced, and recognized Marissa Ontiveros as the Reedley Police Department newest fulltime hires. Marissa was a Reedley High School graduate and part of the Police Explorer program since 2013. After her graduation from high school she continued with the police department as a volunteer and in 2016 hired as a part time reserve CSO Officer. Chief Garza acknowledged many of Ms. Ontiveros’ family members that were in the audience, with her mother doing the honor of her pinning.

### **PUBLIC COMMENT**

00:26:31

Sage Clark, 1609 S. Blossom Drive, Reedley – Asked to be placed on the agenda at the next meeting to discuss the transitional housing project. He thanked City Manager, Nicole Zieba and the city staff for working with their development on getting more information and keeping them more informed before anyone made a final decision.

## REEDLEY CITY COUNCIL MEETING – October 10, 2017

### CONSENT AGENDA (Items 5-8)

Council Member Mary Fast asked to remove item #7 for discussion.

Council Member Soleno moved, Council Member Fast seconded to accept, approve and adopt all items listed under the **CONSENT AGENDA** as follow:

5. APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN AN AGREEMENT WITH CENTRAL VALLEY CHILDREN SERVICES NETWORK RESOURCE AND TOY LENDING LIBRARY. – *Approved*
6. APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN HANDSON CENTRAL CALIFORNIA RSVP AND CITY OF REEDLEY. - *Approved*
7. FRESNO COUNTY ADULT COMPLIANCE TEAM AGREEMENTS:
  - A. APPROVE AND AUTHORIZE THE CITY MANAGER TO EXTEND THE CURRENT AB109 OFFICER FUNDING AGREEMENT WITH FRESNO COUNTY FOR ONE (1) ADDITIONAL YEAR CHANGING THE EXPIRATION DATE FROM JULY 1, 2017 TO JUNE 30, 2018.
  - B. APPROVE AND AUTHORIZE THE CHIEF OF POLICE TO SIGN ON BEHALF OF THE CITY OF REEDLEY POLICE DEPARTMENT AN OPERATIONAL AGREEMENT WITH THE FRESNO COUNTY ADULT COMPLIANCE TEAM.

*Removed for discussion*

8. ADOPT RESOLUTION NO. 2017-091 OF THE COUNCIL OF THE CITY OF REEDLEY AMENDING THE 2017—2018 BUDGET TO FINALIZE AND CLOSE OUT THE MANNING BRIDGE RECONSTRUCTION PROJECT BHLS-5216(028).– *Approved*

Motion unanimously **carried**.

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### 7. FRESNO COUNTY ADULT COMPLIANCE TEAM AGREEMENTS:

- A. APPROVE AND AUTHORIZE THE CITY MANAGER TO EXTEND THE CURRENT AB109 OFFICER FUNDING AGREEMENT WITH FRESNO COUNTY FOR ONE (1) ADDITIONAL YEAR CHANGING THE EXPIRATION DATE FROM JULY 1, 2017 TO JUNE 30, 2018.
- B. APPROVE AND AUTHORIZE THE CHIEF OF POLICE TO SIGN ON BEHALF OF THE CITY OF REEDLEY POLICE DEPARTMENT AN OPERATIONAL AGREEMENT WITH THE FRESNO COUNTY ADULT COMPLIANCE TEAM.

Council Member Fast asked Police Chief Garza to briefly review the program and how the city was reimbursed. Chief Garza explained that the ACT Program had been established with the introduction of AB109 through State Legislature, explaining that AB109 allowed for the release of some state prisoners to the local county jails which then cause some of the county jails inmates to be released back into their community on probation. The ACT Team had been created in order to do compliance checks and to insure that these individuals lived up to their probation status. Chief said that the police officer was fully funded through the Team and paid 100% of officer's salary, equipment and everything that involved him being on the Team. Chief Garza stated that having the Reedley Officer assigned to that Team drew the Team back into Reedley which was a benefit to the City of Reedley.

Council Member Fast moved, Council Member Beck seconded to accept and APPROVE FRESNO COUNTY ADULT COMPLIANCE TEAM AGREEMENTS:

- A. APPROVE AND AUTHORIZE THE CITY MANAGER TO EXTEND THE CURRENT AB109 OFFICER FUNDING AGREEMENT WITH FRESNO COUNTY FOR ONE (1) ADDITIONAL YEAR CHANGING THE EXPIRATION DATE FROM JULY 1, 2017 TO JUNE 30, 2018.



## REEDLEY CITY COUNCIL MEETING – October 10, 2017

- B. APPROVE AND AUTHORIZE THE CHIEF OF POLICE TO SIGN ON BEHALF OF THE CITY OF REEDLEY POLICE DEPARTMENT AN OPERATIONAL AGREEMENT WITH THE FRESNO COUNTY ADULT COMPLIANCE TEAM.

Motion unanimously **carried**.

### PUBLIC HEARING

00:33:49

9. ADOPT RESOLUTION NO. 2017-085 APPROVING AND AUTHORIZING THE SUBMITTAL OF A COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION FOR PROGRAM YEAR 2018-2019.

City Engineer, John Robertson said that the request before Council was to conduct a public hearing to consider all testimony and approve the Reedley City Street Improvements Phase IX which staff was recommending to be a road widening on Myrtle Ave, from Cedar to Buttonwillow Ave and the project would include installation of curb and gutter, sidewalk from Cedar to Buttonwillow Ave. Mr. Robertson said that upon completion of the public hearing, staff recommended that Council adopt resolution 2017-085, approving and authorizing the submittal of a CDBG grant application for program year 2018-2019. Mr. Robertson reviewed cost and funding proposed.

*Public Hearing opened at 7:38 p.m.*

*Public Hearing closed at 7:38 p.m.*

Council Member Soleno moved, Council Member Piñon seconded to accept, approve and ADOPT RESOLUTION NO. 2017-085 APPROVING AND AUTHORIZING THE SUBMITTAL OF A COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION FOR PROGRAM YEAR 2018-2019.

Motion unanimously **carried**.

10. INTRODUCTION AND FIRST READING OF ORDINANCE NO. 2017-005, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REEDLEY AMENDING THE TEXT OF THE REEDLEY MUNICIPAL CODE PERTAINING TO ADDRESSING THE COMMITMENT OF NO LESS THAN 50% OF THE CITY'S STORM WATER DEVELOPMENT IMPACT FEE COLLECTION TO RECHARGE ACTIVITIES.

Rob Terry, Community Development Director reported that on July 13, 2017, the City of Reedley entered into a settlement agreement with Consolidated Irrigation District concerning four ongoing litigations and section 1.1 of that agreement detailed the city's commitment to introduce an ordinance that provided for no less than 50% of the current Storm Water Development Impact Fee collected by the city and to be spent on projects that would specifically result in recharge of Kings River water in the aquafer underlying the City and as such on September 19, 2017, pursuant to Reedley Municipal Code 10-22-2, the City Manager had initiated a proposed text amendment to address the agreement condition previously stated. Mr. Terry said that the proposed text amendment before Council would amend subsection B-2 of Section 10-23-4 of Chapter 23 of Title 10 of the Reedley Municipal Code to incorporate the language previously discussed.

City Manager, Nicole Zieba stated that for the record, there was no possibility of a significant impact.

Council Member Fast asked how this would be changing our current regulations, to which Mr. Terry explained that the only change was that it would earmark 50% of the already collected Development Impact Fees associated with the Storm Water and would be dedicated to activities that would result in the direct recharge of the aquifer under the City of Reedley.

*Public Hearing opened at 7:44 p.m.*

*Public Hearing closed at 7:44 p.m.*

Council Member Beck moved, Council Member Piñon seconded to accept, approve the INTRODUCTION AND FIRST READING OF ORDINANCE NO. 2017-005, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REEDLEY AMENDING THE TEXT OF THE REEDLEY MUNICIPAL CODE PERTAINING TO ADDRESSING THE COMMITMENT OF NO LESS THAN 50% OF THE CITY'S STORM WATER DEVELOPMENT IMPACT FEE COLLECTION TO RECHARGE ACTIVITIES.

Motion unanimously **carried**.



## REEDLEY CITY COUNCIL MEETING – October 10, 2017

### COUNCIL REPORTS

#### 11. BRIEF REPORT BY COUNCIL MEMBERS ON CITY RELATED ACTIVITIES AS AUTHORIZED BY THE BROWN ACT AND REQUESTS FOR FUTURE AGENDA ITEMS.

##### Council Member Fast

- Enjoyed Reedley Night Out. Thanked Office Gil Garza, Lt. Aleman and Ruthie Greenwood for their attendance.
- Represented the City of Reedley at the Fresno County Fair Opening Ceremony & reported on the function.
- Attended the Reedley Police Department Explorers' Graduation.
- In view of the recent event in Las Vegas, she wanted to thank the Police and Fire Department for standing in the gap to protect the citizens of Reedley.

##### Council Member Pifion

- He was not able to attend the block party but he was able to meet with the Block Captains.
- Attended The Elks 100 years Anniversary celebration. Great event.

##### Council Member Beck

- Attended the Police Explorers' Graduation ceremony. Always pleased to see their successful program.
- Also thanked the City's first responders for all their work.

##### Mayor Betancourt

- Attended the graduation ceremony for the Police Department Explorers. Always enjoyed that special occasion.

### STAFF REPORTS

#### 12. UPDATES AND/OR REPORTS BY CITY MANAGER AND/OR STAFF MEMBERS.

##### City Manager, Nicole Zieba

- She was unable to attend the Explorer's graduation ceremony because she attended the Reedley College's unveiling of the new Performing Arts Center on behalf of the City of Reedley.
- The 180 Hwy groundbreaking was scheduled for Thursday, October 12, 2017.
- Also scheduled for Thursday, was the League of Cities General Membership meeting, hosted by the City of Delano.
- She would be invited to attend a luncheon hosted by the Southern California Gas Company's CEO on Wednesday in Bakersfield to speak to City Managers about safety, in light of the incident in San Bruno tragedy.
- Fiesta would be held that weekend on Friday and Saturday.
- Shared with some photos and documents in the Engineering files that date back many years.

##### Police Chief Garza

- Reiterated that the Reedley Fiesta started that Friday, and the Reedley Parade was on Saturday and that it was his understanding was that as long as they could get the old Seagrave moving it would be available for Council. Thanked Council for taking part in "Reedley Night Out" and also attending the Police Department Explorers' graduation.

##### John Robertson, City Engineer

- Provided an update on the construction on Reed, north of Manning.

### CLOSED SESSION

13. GOVERNMENT CODE SECTION 54956.9(d)(2)  
CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION  
Significant exposure to litigation  
One (1) Potential Litigation Case

*Mayor Betancourt adjourned to a CLOSED SESSION at 8:00 p.m.*

### RECONVENE TO OPEN SESSION

*Meeting reconvened to OPEN SESSION at 8:38 p.m.*

## **REEDLEY CITY COUNCIL MEETING – October 10, 2017**

City Attorney, Scott Cross reported that Council conferred with Legal Counsel and provided direction to Counsel and City Staff on the potential litigation issue, but no action was taken in closed session.

### **ADJOURNMENT**

Mayor Betancourt adjourned the regular meeting at 8:38 p.m.

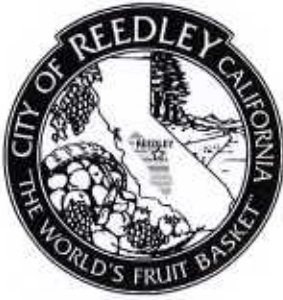
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Anita Betancourt, Mayor

ATTEST:

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Sylvia B. Plata, City Clerk



## REEDLEY CITY COUNCIL

- ☒ Consent
- ☐ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing

ITEM NO: 3

DATE: October 24, 2017

TITLE: APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE A 60 MONTH COPIER LEASE AGREEMENT WITH ZOOM IMAGING SOLUTIONS, INC.

SUBMITTED: Paul A. Melikian, Assistant City Manager

APPROVED: Nicole R. Zieba, City Manager

### RECOMMENDATION

Request Council approval of the attached 60 month lease with Zoom Imaging Solutions, Inc. for new/replacement copiers for the Police, Administrative Services, and Public Works departments, and authorize the City Manager to execute the lease and sales agreements on behalf of the City.

### EXECUTIVE SUMMARY

The 63 month lease for the three copy machines at the Police Department (PD) expires this month. Staff contacted Zoom Imaging Solutions, Inc. regarding renewal options and was asked to look at a standalone renewal of the existing units, as well as to review the time remaining of other copier leases. Two other leases were identified that will expire soon, for the Administrative Services (ASD) and Public Works departments, that could be renewed early under a special promotion from Toshiba. After reviewing several proposals, it was found that the City is able to maximize its monthly savings by packaging the three existing leases into one lease moving forward and taking care of some other equipment that has reached end of life. The proposed lease will also simplify future administration of these assets by going from four to two individual leases. (A separate lease was approved by the City Council in January 2015 for three other copiers that was not far enough along in its 'term' to include in this lease.) The proposed lease arrangement is anticipated to save the City \$986.35 per month, or \$11,836.20 annually by:

- Replacing all three existing copiers at the Police Department with new, more efficient units;
- Provide a small copier for the Police Department annex building, which current does not have a copier available for detectives;
- Replace two aging fax machines at PD and ASD that are cost prohibitive to continue operating, by including fax capability into two of the new copiers;
- Replace two large scale 13 year old laser printers in ASD that have reached end of life with one black and white copier;



- Replace one color copier in ASD with a new, more efficient unit
- Public Works will receive a newer copier machine than the one that is currently at the City Corp Yard;
- Replace a heavily used laser printer in the Police Dispatch Center. Zoom Imaging Solutions, Inc. has offered to replace for no charge.

#### **FISCAL IMPACT**

There is an estimated savings of \$986.35 per month, or \$11,836.20 annually to the City from consolidating all three leases into a new lease term.

#### **PRIOR COUNCIL ACTIONS:**

Regarding the subject copiers being replaced, in May 2012, the City Council previously approved a 63 month lease for copiers in the Police Department, and in November 2012, 63 month lease was approved for one copier in the Administrative Services Department. Lastly, in January 2013, the Council approved a 63 month lease for one copier in the Public Works Department. In January 2015, the City entered into a separate lease for copiers at City Hall and the Community Center that are not part of this item, and will be considered for renewal once the term is closer to expiration.

#### **ATTACHMENTS**

Monthly Cost Analysis for current situation vs. the proposed copier lease  
Standard Lease Documents

## Current Situation and Associated Average Monthly Expense



		<u>Average Monthly Usage</u>			
Location/ID	Equipment	Black Pages	Color Pages	Scan Images	Expenses
<b>PD Records</b>	<b>Toshiba e-Studio 5540c</b>	<b>4,218</b>	<b>3,715</b>		
<b>C25917</b>	55 Black Pages/ Minute & 55 Color Pages/ Minute				
	Monthly Lease Payment . . .				\$ 960.85
	Operating Expenses for 4,218 B/W Pages & 3,715 Color Monthly				\$ 593.57
<b>PD Admin</b>	<b>Toshiba e-Studio 3540c</b>	<b>710</b>	<b>828</b>		
<b>C26582</b>	35 Black Pages/ Minute & 35 Color Pages/ Minute				
	Monthly Lease Payment . . .				\$ Incl. above
	Operating Expenses for 710 B/W Pages & 828 Color Monthly				\$ 124.87
<b>PD Reception</b>	<b>Toshiba e-Studio 3540c</b>	<b>3,197</b>	<b>3,199</b>		
<b>C26583</b>	35 Black Pages/ Minute & 35 Color Pages/ Minute				
	Monthly Lease Payment . . .				\$ Incl. above
	Operating Expenses for 3,197 B/W Pages & 3,199 Color Monthly				\$ 490.05
<b>Finance</b>	<b>Toshiba e-Studio 4540c</b>	<b>1,489</b>	<b>2,128</b>		
<b>C08916</b>	45 Black Pages/ Minute & 45 Color Pages/ Minute				
	Monthly Lease Payment . . .				\$ 265.20
	Operating Expenses for 1,489 B/W Pages & 2,128 Color Monthly				\$ 272.06
<b>Public Works Yard</b>	<b>Toshiba e-Studio 2330c</b>	<b>532</b>	<b>478</b>		
<b>C08916</b>	28 Black Pages/ Minute & 23 Color Pages/ Minute				
	Monthly Lease Payment . . .				\$ Incl. above
	Operating Expenses for 532 B/W Pages & 478 Color Monthly				\$ 70.80
<b>PD &amp; Finance</b>	<b>City of Reedley Fax/Printer Fleet</b>	<b>6,880</b>	<b>275</b>		
<b>Various</b>	- Black Pages/ Minute & - Color Pages/ Minute. Monthly Usage & Expense Info Provided by Staff.				
	Monthly Lease Payment . . .				\$ Owned
	Operating Expenses for 6,880 B/W Pages & 275 Color Monthly				\$ 240.77
<b>Total Current Monthly Usage &amp; Expenses. . .</b>					<b>\$3,018.17</b>



## City of Reedley

### Proposed Solution and Associated Monthly Expenses

**PD Records - Toshiba e-Studio 4505AC:** 45 Pages/ Minute B/W & Color: DSDF, 3,200 Sheet Capacity, Stapling Finisher, Wireless Keyboard, 10 Key Panel, Print/Scan/Fax- Cloud Connect & Mobile Printing.

**PD Admin - Toshiba e-Studio 3505AC:** 35 Pages/ Minute B/W & Color: DSDF, 1,200 Sheet Capacity, Stapling Finisher, Hole Punch Kit, Wireless Keyboard, 10 Key Panel, Print/Scan/Fax- Cloud Connect & Mobile Printing.

**PD Reception - Toshiba e-Studio 3505AC:** 35 Pages/ Minute B/W & Color: RADF, 3,200 Sheet Capacity, Stapling Finisher, Hole Punch Kit, 10 Key Panel, Print/Scan/Fax- Cloud Connect & Mobile Printing.

**PD Annex - Xerox C405xdn:** 36 Pages/ Minute B/W & Color: DSDF, 550 Sheet Capacity, Print/Scan/Fax/Mobile Printing.

**Finance 1 - Toshiba e-Studio 4505AC:** 45 Pages/ Minute B/W & Color: RADF, 3,250 Sheet Capacity, Stapling Finisher, Hole Punch Kit, 10 Key Panel, Network Print/Scan- Cloud Connect & Mobile Printing.

**Finance 2 - Toshiba e-Studio 4508A:** 45 Pages/ Minute B/W: RADF, 3,250 Sheet Capacity, Job Separator, 10 Key Panel, Network Print/Scan/Fax- Cloud Connect & Mobile Printing.

**Public Works Yard - Toshiba e-Studio 3540C:** 35 Pages/ Minute B/W: RADF, 1,200 Sheet Capacity, Stapling Finisher, 10 Key Panel, Network Print/Scan/Fax.

Location/ID	Equipment	Average Monthly Usage			Expenses
		Black Pages	Color Pages	Scan Images	
PD Records	<b>Toshiba e-Studio 4505AC</b>	<b>4,218</b>	<b>3,715</b>		
NEW	45 Black Pages/ Minute & 45 Color Pages/ Minute				
PD Admin	<b>Toshiba e-Studio 3505AC</b>	<b>710</b>	<b>828</b>		
NEW	35 Black Pages/ Minute & 35 Color Pages/ Minute				
PD Reception	<b>Toshiba e-Studio 3505AC</b>	<b>3,197</b>	<b>3,199</b>		
NEW	35 Black Pages/ Minute & 35 Color Pages/ Minute				
PD Annex	<b>Xerox C405xdn</b>	<b>680</b>	<b>275</b>		
NEW	36 Black Pages/ Minute & 36 Color Pages/ Minute				
PD Dispatch	<b>Xerox B400dn</b>	<b>2,700</b>	<b>0</b>		
NEW	47 Black Pages/ Minute & 0 Color Pages/ Minute				
Finance 1	<b>Toshiba e-Studio 4505AC</b>	<b>1,489</b>	<b>2,128</b>		
NEW	45 Black Pages/ Minute & 45 Color Pages/ Minute				
Finance 2	<b>Toshiba e-Studio 4508A</b>	<b>3,500</b>	<b>0</b>		
NEW	45 Black Pages/ Minute & 0 Color Pages/ Minute				
Public Works Yard	<b>Toshiba e-Studio 3540C</b>	<b>532</b>	<b>478</b>		
NEW	35 Black Pages/ Minute & 35 Color Pages/ Minute				
60 Month FMV Lease . . .					\$ 1,326.60
Billing Pool #1: Toshiba MFP's - B/W Impressions billed monthly @ \$0.0075 per pg.					
Billing Pool #2: Toshiba MFP's - Color Impressions billed monthly @ \$0.05 per pg.					
Billing Pool #3: Desktop B/W Printing - Impressions billed monthly @ B/W \$0.019 per pg.					
Billing Pool #4: Desktop Color Printing - Impressions billed monthly @ B/W \$0.065 per pg.					
Operating Expenses for 17,026 B/W & 10,623 Color Monthly					\$ 705.22
<b>Total Proposed Monthly Usage &amp; Expenses. . .</b>					<b>\$2,031.82</b>
<b>Savings Over Term with New Program. . .</b>					<b>\$59,181.00</b>

**TOSHIBA**

Jon Crossen

jon.crossen@zoomcopiers.com

559-275-7086

www.zoomcopiers.com







**All plans are subject to the terms and conditions below.**

1. **Term:** This Copier/Printer Maintenance Contract (Contract) shall be for the agreed upon term of service as stipulated on the sales invoice (effective date of installation/ implementation). This Contract shall automatically be renewed for successive one year terms unless terminated sooner by either party with 30 days prior written notice to the other party. Contract is subject to an annual rate increase. Any unused supply items such as toner, developer, toner waste bags, fusers, PM kits, and drums, become the property of Zoom Imaging Solutions, Inc. (Zoom) and should be returned to avoid additional charges.
2. **Key Operator; Access to Copier:** Customer shall provide Zoom with a "key operator" contact who will perform basic duties and responsibilities as described and instructed by Zoom on a as needed basis. For example, but not by way of limitation, the key operator is responsible to notify Zoom of the need for required periodic preventative maintenance inspections. Such inspections may be performed at the discretion of Zoom at the time of an emergency call. Customer is responsible for providing meter reads for contract billing when requested by Zoom. Customer's facility must meet Zoom's and copier manufacturer's recommended electrical requirements and Zoom shall have full access to the copier at any given time. For all copiers under maintenance contract, Zoom reserves the right to have the copier automatically report the meter reads by fax and/or email. Upon request from customer, Zoom will have a copy of the meter reads sent to the customer's email address on file. The Customer agrees to allow Zoom to install data collection software for the purpose of automating the capture of device counts and other pertinent information used in managing the account. The information collected is limited to device serial number, IP address, meter, supply usage, notes, device location, and device alerts.
3. **Maintenance Service:** Zoom agrees to provide maintenance service Monday through Friday, from 8:00 a.m. to 5:00 p.m. excluding holidays, and keep the covered devices in working order in accordance with Zoom's specifications at no extra charge. Zoom shall have no obligation to provide maintenance if it is commercially impracticable due to a cause beyond Zoom's control. Parts may be new or used; however, all used parts shall meet or exceed manufacturer's specifications.
4. **Extra Charges:** All service calls made before or after Zoom's service hours set forth in paragraph 3, on weekends or holidays and/or to locations other than the installation address, shall be invoiced to customer at Zoom's then prevailing rates. These rates are subject to change without notice. Any third party fees that Zoom incurs as a result of this contract will be the responsibility of the customer. Zoom will invoice the customer for these fees.
5. **Technological Enhancements to Device:** If customer implements any technological enhancements including but not limited to, connecting a copier/printer to personal computer(s); using the device as a network printer and scanner, customer agrees to strictly comply with all hardware and software specifications and any amendments which Zoom furnishes. If customer does not comply with the specifications, Zoom may immediately terminate this Contract. Customers who add any technological enhancements are solely responsible and liable for the maintenance of any computers, software and any computer network. Customer is also solely liable for any third party who performs services in connection with any technological enhancement. Zoom shall not be responsible for any damage to computers, software or any other related technology when repairing or maintaining a copier/printer. Customer agrees to not reverse engineer or decompile any of the Licensed Software that is not in source code format or assist or otherwise facilitate others to do so, except as and only to the extent expressly permitted to do so by applicable law for the purposes of inter-operability, error correction, and security testing. In the event Customer intends to reverse engineer or reverse compile all or any portion of Licensed Software pursuant to statutory rights Customer may have, Customer must notify Zoom and Manufacturer in writing prior to doing so.
6. **Exclusions:** Maintenance service is contingent upon proper use of the copier/printer. This Contract does not include:
  - A. Electrical work.
  - B. Repair, paying damages, overhauls or services resulting from; accident, transportation, negligence, fire, theft, water damage, flood damage, acts of God, misuse or other than ordinary use, failure of electrical power, failure of telecommunication line, unauthorized modification of equipment (including supplies not supplied or authorized by Zoom), work performed by other than Zoom representatives or malfunction of affiliated equipment not covered by this Contract.
  - C. Repairs resulting from unauthorized relocation of the copier/printer by anyone other than Zoom. Zoom reserves the right to remove the damaged device from this contract based upon damage to the copier/printer, or charge Customer at prevailing rates to repair damages.
  - D. Making specification changes or performing services connected with the relocation of equipment and adding or removing accessories, attachments or other devices.
  - E. Service which Zoom determines is impractical due to alterations in the copier/printer or the connection by mechanical or electrical means to another machine or device.
  - F. Service on a device which Zoom determines is located in an unsuitable place of installation, in an unsafe or hazardous environment, or if the back of the device is inaccessible so as to prevent a technician from servicing the device. Further, service on a device where Zoom determines that the service is due to adverse atmospheric conditions such as chemical vapors, excessive dust and airborne particles, excessive temperature (heat or cold) or excessive humidity.
  - G. Any services resulting from a customer's failure in Zoom's opinion to strictly comply within the specification referred to in paragraph 5 concerning technological enhancements.
7. **Networking and Connectivity:** Network copier/printer related support after the initial installation/network charges will be included for all inclusive service contracts. All other contract types will be charged for networking at Zoom's current prevailing network rates. Networking is defined as: any and all work related to data flow between the covered copier/printer and customer's computers, software or computer network. Any network service outside of this scope may be deemed billable.
8. **Overages and Cost Adjustments:** Customer agrees to any billing procedures designated by Zoom, including notification of the meter reading at the end of each billing cycle. One page is equal to a single sided 8.5" x 11" copy or print. Scans in excess of pages are subject to charge. If Customer has multiple devices at the installation address, which use the same supplies provided under this Contract, all devices using the same supplies must be covered under an active Contract. If Customer does not have all devices capable of using the same supplies covered under a Contract, Zoom reserves the right to cancel the Contract or require the Customer to place the additional device(s) under Contract immediately. Color toner and developer supplies will be provided for production of pages, with an average 20% page coverage. Supplies required for production in excess of 20% page coverage will be invoiced separately.
9. **Hard Drive Information:** All information processed and stored on the copier is the sole property and responsibility of the Customer. To insure data security the Customer will have the opportunity to purchase a "Data Security Service" option through Zoom. If the customer does not wish to purchase one of these options the customer is fully responsible for the cleaning, erasing, destruction, and/or the replacement of the copier hard drive. "Data Security Service" is not covered under this contract.
10. **Refunds:** Charges relative to this Contract are not refundable either partially or fully. However, if cancellation is effected by Zoom then any refund shall be prorated. Upon cancellation, all unused supplies, if not returned to Zoom will be billed to customer and shall be immediately due and payable.
11. **Contract Transfer:** This Contract shall not be assignable or transferable by customer without Zoom's prior written consent. Zoom may terminate this Contract if copier/printer is sold or transferred to a third party. Zoom reserves the right to adjust the Contract pricing, terminate this Contract, and/or assign the service of any copier/printer which has been relocated more than 60 miles from Zoom's nearest Service Center. If copier/printer is no longer in customer's possession, the customer must submit a 30-day written cancellation notice prior to this Contract being cancelled.
12. **Limited Remedies:** In no event shall Zoom be liable for special, consequential, exemplary, indirect or incidental damages beyond the cost to repair or replace a defective part and maintenance service. While Zoom endeavors to promptly address any emergency and maintain the copier/printer which is the subject of this Contract, Zoom shall not be liable for any damages for any alleged failure to make repairs and/or maintain the copier/printer including any claim that the repair or maintenance was not timely. For example, but not by way of limitation, Zoom is not responsible for any damages for loss of use of the copier/printer. Such excluded damages would include a Customer paying a third party to make copies or if customer is unable to make copies because of a copier/printer breakdown.
13. **Payment; Default:** Customer shall pay Zoom within 10 days of the date of the invoice. If customer breaches this Contract including failing to timely pay Zoom's invoice, Zoom at its sole discretion may in addition to any other legal remedies (i) immediately terminate this Contract or (ii) suspend service until payment is made in full and Zoom is assured to its satisfaction that (a) future payments will be made or (b) that the default is cured. In addition to the other remedies provided in this Contract, if the customer fails to pay Zoom's invoice within 60 days from the date of the invoice and Zoom has not terminated this Contract, Zoom may require customer to authorize an electronic funds transfer to Zoom. All remedies provided in this Contract are cumulative and Zoom's failure to exercise any of the remedies shall not be deemed a waiver of such remedy for any future or continuing default. Upon receipt of the first payment, customer is agreeing to all terms & conditions stated herein.
14. **Forum Selection:** Any dispute that arises under or relates to this Contract (whether contract, tort or both) shall be resolved in the State courts of Placer County, California which shall be the exclusive venue for the resolution of any disputes. By signing this Contract, customer submits to the jurisdiction of the Placer County Courts. This is a material term of Contract.
15. **Managed Print Services (MPS):** Additional terms and conditions include the following:
  - A. Customer is required to immediately notify Zoom upon installation/removal of any equipment capable of being covered under this Contract.
  - B. Customer is required to install the ZOOM360 application to prevent calling for meter reads. Customer is also responsible for insuring meters are reporting electronically monthly and are required to work with Zoom to make sure all devices are reporting.
  - C. If the MPS contract is cancelled, the printer supplies shipped to the Customer from service end date to 60 days prior may be deemed chargeable to the Customer at a pro-rated amount. Any excess MPS supplies at the customer site(s) must be returned to Zoom stock or will be billed to the customer.
  - D. If a printer reaches the end of useful life, either by years or prints, Zoom will deem this machine excluded from the MPS program and will cease all supply and service requests.
  - E. All supplies will be high-yield compatible, unless otherwise noted.
16. **Miscellaneous:** This Contract constitutes the final, complete and exclusive statement of the Terms of the Contract between the parties pertaining to maintenance of the copier and supersedes all prior and contemporaneous understandings or agreements of the parties. A signed facsimile or copy of this Contract shall be deemed as effective as an original. This Contract may be supplemented, amended or modified only by the mutual written agreement signed by both parties. Any delay or omission on the part of Zoom in exercising any right shall not operate as a waiver of such right or any other right, and no prior waiver or any course of dealing shall constitute a waiver of Zoom's right or customer's obligations as to any future transactions. Zoom reserves the right to change the terms & conditions herein without notice. In any action to enforce any provision of this Contract, the losing party shall pay the prevailing party's attorney's fees (recovered as an item of cost) and any other costs. Further, customer shall be liable to pay Zoom's pre-litigation attorney's fees such as demand letters and negotiations with respect to enforcing this Contract.



The words Lessee, you, and your refer to the customer. The words Lessor, we, us and our refer to Toshiba Financial Services. The Toshiba Equipment is covered by the terms of the Toshiba Quality Commitment, a copy of which may be obtained from your service provider. We own the Equipment (excluding software) and you have the right to use it under the terms of this Lease.

APPLICATION NUMBER

AGREEMENT NUMBER

### CUSTOMER CONTACT INFORMATION

Legal Company Name: REEDLEY, CITY OF

Fed. Tax ID #: 94-6000402

Contact Person:

Bill-To Phone: 559-637-4200 X 217

Bill-To Fax: 559-637-2257

Billing Address: 845 "G" STREET

City, State-Zip: REEDLEY, CA 93654

Equipment Location:  
(if different from above)

City, State-Zip:

### LOCATION

Contact Name:

Location:

### ITEM DESCRIPTION

### MODEL NO.

### SERIAL NO.

TOSHIBA E-STUDIO 4505AC COPY SYSTEM

TOSHIBA E-STUDIO 4505AC COPY SYSTEM

TOSHIBA E-STUDIO 3505AC COPY SYSTEM

TOSHIBA E-STUDIO 3505AC COPY SYSTEM

TOSHIBA E-STUDIO 4508A COPY SYSTEM

☐ See attached form (Schedule "A") for Additional Equipment

### LEASE TERM & PAYMENT SCHEDULE

Number of Payments: 60 MONTHS of \$ 1,326.60 (plus applicable taxes)

Security Deposit: \$ ☐ Received

Documentation Fee: \$75.00 (included in First Invoice)

Lease payment period is monthly unless otherwise indicated. End-of-Lease Options:  
You will have the following options at the end of your original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing.  
1. Purchase the Equipment at Fair Market Value - 2. Renew the Lease per section 16  
3. Return Equipment

**THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED.**

### LESSOR ACCEPTANCE

Toshiba Financial Services

Signature: X

Title:

Date:

### CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes. This Lease may be executed in counterparts. The executed counterpart which has Lessor's original signature and/or is in Lessor's possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the original agreement for all purposes, including, without limitation, (i) any hearing, trial or proceeding with respect to this Lease, and (ii) any determination as to which version of this Lease constitutes the single true original item of chattel paper under the UCC. If Lessee signs and transmits this Lease to Lessor by facsimile or other electronic transmission, the transmitted copy, upon execution by Lessor, shall be binding upon the parties. Lessee agrees that the facsimile or other electronic transmission of this Lease manually signed by Lessor, when attached to the facsimile or other electronic copy signed by Lessee, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. Without limiting and subject to the foregoing, the parties further agree that, for purposes of executing this Lease, (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document, (b) the signature of any party on such document shall be considered as an original signature, (c) the document transmitted shall have the same effect as a counterpart thereof containing original signatures, and (d) at the request of Lessor, Lessee, who executed this Lease and transmitted its signature by facsimile, or other electronic transmission shall provide the counterpart of this Lease containing Lessee's original manual signature to Lessor. No party may raise as a defense to the enforcement of this Lease that a facsimile or other electronic transmission was used to transmit any signature of a party to this Lease.

Name:

Signature: X

SIGN HERE

Title:

Date:

### PERSONAL GUARANTY

To induce us to enter into this Lease and any supplement, the undersigned jointly and severally unconditionally guarantees to us the prompt payment when due of all lessee's obligations to us under the Lease and any supplement. We will not be required to proceed against the lessee or the Equipment or enforce any other remedy before proceeding against the undersigned. The undersigned agrees to pay all reasonable attorney's fees and other expenses incurred by us by reason of default by lessee or the undersigned. The undersigned waives notice of acceptance hereof and of all other notices or demands of any kind to which the undersigned may be entitled. The undersigned consents to any extensions or modifications granted to us and the release and/or compromise of any obligations of lessee or any other obligors and guarantors without in any way releasing the undersigned from his or her obligations hereunder. The obligations of the undersigned shall continue even if the lessee becomes insolvent or bankrupt or is discharged from bankruptcy, and the undersigned agrees not to seek to be repaid by lessee in the event the undersigned must pay us. This is a continuing Guaranty and shall not be discharged or affected by death of the undersigned, shall bind the heirs, administrators, representatives, successors and assigns of undersigned, and may be enforced by or for the benefit of any assignee or successor of us. The undersigned and we waive insofar as permitted by law any trial by jury for any action between the parties. You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes. By providing a telephone number for a cellular phone or other wireless service, you are expressly consenting to receiving communication (for NON-Marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from lessor and its affiliates and agents. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls. The calls and messages may incur fees from your cellular provider.

Print Name of 1st Guarantor

Signature: X

Date:

Print Name of 2nd Guarantor

Signature: X

Date:

### TERMS AND CONDITIONS



1. **Lease Agreement:** You agree to lease from us the equipment described under "ITEM DESCRIPTION" and on any attached Schedule (hereinafter, with all replacement parts, repairs, additions and accessories, referred to as the "Equipment") and as modified by Supplements to this Lease from time to time signed by you and us. You authorize us to insert or correct missing information on this Lease, including your accurate legal name, serial numbers and any other information describing the Equipment. You authorize us to change the amount of each lease payment by not more than 15% due to changes in the equipment configuration which may occur prior to our acceptance of this lease or adjustments to reflect applicable sales taxes. We will send you copies of any changes. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignees or third parties having an economic interest in this Lease or the Equipment.

2. **Lease Commencement:** This Lease will commence upon your acceptance of the applicable Equipment. When you receive the Equipment, you agree to inspect it and verify your acceptance by telephone or, at our request, by delivery of written evidence of acceptance satisfactory to us. Upon acceptance, your obligations under this Lease will become absolute and unconditional, and are not subject to cancellation, reduction or setoff for any reason whatsoever. All payments will be made to us in accordance with the applicable Schedule at our address or at such other place as we may designate in writing. You agree to pay an Interim rent payment equal to 1/30th of the monthly rental, multiplied by the number of days between rent commencement date and the date of the beginning of the first rental period. For any payment that is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22 (not to exceed the maximum allowed by law) as reasonable collection costs.

3. **Security Deposit:** The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you in, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions are fully completed with and provided you have not ever been in default of the Agreement in the Default section, the security deposit will be refunded to you after the return of the equipment in accordance with the Return of Equipment section.

4. **WARRANTY DISCLAIMER:** WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US.

YOU LEASE THE EQUIPMENT "AS IS". NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT WILL BIND US, NOR WILL ANY BREACH THEREOF RELIEVE YOU OF ANY OF YOUR OBLIGATIONS HEREUNDER. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS LEASE.

5. **Statutory Finance Lease:** You agree that this Lease qualifies as a statutory finance lease under Article 2A of the Uniform Commercial Code. To the extent you are permitted by applicable law, you waive all rights and remedies conferred upon a lessee by Article 2A (sections 508-522) of the Uniform Commercial Code.

6. **Security Interest:** You authorize us to file a financing statement with respect to the equipment. If this Lease is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all your obligations under this Lease.

7. **Use Maintenance and Repair of Equipment:** YOU WILL USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. You will not move the Equipment from the equipment location listed on the schedule without our advance written consent. You will give us reasonable access to the Equipment so that we can check the Equipment's existence, condition and proper maintenance. At your cost, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. You will not make any permanent alterations to the Equipment. You will keep the Equipment free and clear of all liens. You assign to us all of your rights, but none of your obligations, under any purchase agreement for the Equipment. We assign to you all our rights under any warranties, so long as you are not in default.

8. **Taxes and Lease Charges:** You agree to pay all taxes, costs and expenses incurred by us as a consequence of the ownership, sale, lease or use of the Equipment, including all sales, use and documentary stamp taxes.

Any fee charged under this Agreement may include a profit and is subject to applicable taxes.

9. **Indemnity:** You will indemnify and hold us harmless from any and all liability, damages, losses or injuries including reasonable attorney's fees, arising out of the ownership, use, condition or possession of the Equipment, except to the extent directly caused by our gross negligence or willful misconduct. We reserve the right to control the defense and to select or approve defense counsel. This indemnity will survive the termination of this Lease.

10. **Risk or Loss; Insurance:** You are responsible for risk of loss or for any destruction of or damage to the equipment. No such loss or damage shall relieve you from the payment obligations under this Lease. You agree to

keep the Equipment fully insured against loss until this Lease is paid in full and to have us and our assigns named as loss payee. You also agree to maintain public liability insurance covering both personal injury and property damage and you shall name us and our assigns as additional insured. Upon request, you agree to provide us certificates or evidence of insurance acceptable to us. If you do not provide evidence of acceptable insurance, (a) we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the Lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You will be required to pay us an additional amount each month for the insurance and administrative fee. The cost may be more than the cost of obtaining your own insurance and we may make a profit. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims, or (b) we may waive the insurance requirement and charge you a monthly property damage surcharge in the amount of .0035 of the total stream of payments to cover our credit risk, administrative costs and other costs and in which we may make a profit. Once an acceptable certificate or evidence of insurance is submitted, any such fees will be discontinued. If any of the Equipment is lost, stolen or damaged you will at your option and cost, either (a) repair the item or replace the item with a comparable item reasonably acceptable to us, or (b) pay us the sum set forth in the Remedies section.

11. **Right to Perform:** If you fail to comply with any provision of this Lease, we may, at our option, perform such obligations on your behalf. Upon invoice you will reimburse us for all costs incurred by us to perform such obligations.

12. **Representations:** (a) You represent and warrant to us that (1) you have the lawful power and authority to enter into this Lease, and (2) the individuals signing this Lease have been duly authorized to do so on your behalf,

(3) you will provide us such financial information as we may reasonably request from time to time, (4) all financial



information provided (or to be provided) is (or will be) accurate and complete in all material respects, (5) you will promptly notify us in writing if you move your principal place of business or there is a change in your name state of formation, or ownership, and (6) you will take any action we reasonably request to protect our rights in the Equipment. (b) We represent and warrant to you that (1) we have the lawful power and authority to enter into this Lease, and (2) the individuals signing this Lease have been duly authorized to do so on our behalf.

13. **Default:** You will be in default under this Lease if: (a) we do not receive any payment due under that Lease within ten (10) days after its due date, (b) you fail to meet any of your obligations in the Lease (other than payment obligations) and do not correct such default within 10 days after we send you written notice of such default, (c) you become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors, (d) a petition is filed by or against you under any bankruptcy or insolvency law, (e) any representation made by you is false or misleading in any material respect, or (f) you default on any other agreement with us or our assigns.

14. **Remedies:** If you are in default, we may, at our option, do any or all of the following: (a) retain your security deposit, if any, (b) terminate this Lease, (c) require that you pay, as compensation for loss of our bargain and not as a penalty, the sum of (1) all amounts due and payable by you or accrued under this Lease, plus (2) the present value of all remaining payments to become due under this Lease (discounted at 4% or the lowest rate allowed by law), and (3)(i) the amount of any purchase option and, if none is specified, 20% of the original equipment cost, which represents our anticipated residual value in the Equipment or (ii) return the Equipment to a location designated by us and pay to us the excess, if any, of the amount payable under clause 3(i) above over the Fair Market Value of the returned Equipment as determined by us in our reasonable discretion, (d) recover interest on any unpaid balance at the rate of 4% per annum, and (e) exercise any other remedies available to us at law or in equity. You agree to pay our reasonable attorney's fees and actual court costs including any cost of appeal. If we have to take possession of the Equipment, you agree to pay the cost of repossession and we may sell or re-rent the equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You may remain liable for any deficiency with any excess being retained by us.

15. **Purchase Option:** At the end of the Term provided you are not in default, and upon 30 days prior written notice from you, you will either (a) return all the Equipment, or (b) purchase all the Equipment as is, without any warranty to condition, value or title for the Fair Market Value of the Equipment as determined by us in our reasonable discretion plus applicable sales and other taxes.

16. **Automatic Renewal:** This Lease will automatically renew on a month-to-month basis after the Term unless cancelled by either party upon 30 days prior written notice, and you shall pay us the same lease payments and lease charges as applied during the Term (and be subject to the terms and conditions of this Lease) until the Equipment is returned to us or you pay us the applicable purchase price (and taxes).

17. **Return of Equipment:** If (a) a default occurs, or (b) you do not purchase the Equipment at the end of the Term pursuant to a stated purchase option, you will immediately return the equipment to any location(s) we may designate in the continental United States. The Equipment must be returned in "Average Saleable Condition" and properly packed for shipment in accordance with our recommendations or specifications, freight prepaid and insured. "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party, other than you, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories.

18. **Assignment:** We may, without your consent, assign or transfer any Equipment or this Lease, or any rights arising under this Lease, and in such event our assignee or transferee will have the rights, power, privileges and



remedies of lessor hereunder, but none of the obligations. Upon such assignment you agree not to assert, as against our assignee, any defense, setoff, recoupment, claim or counterclaim that you may have against us. You will not assign, transfer or sublease this Lease or any rights thereunder or any Equipment subject to this Lease without our prior written consent.

19. **Personal Property Tax (PPT):** You agree at our discretion to (a) reimburse us annually for all personal property and similar taxes associated with the ownership, possession or use of the Equipment or (b) remit to us each billing period our estimate of the prorated equivalent of such taxes. You agree to pay us an administrative fee for the processing of such taxes.

20. **Tax Indemnity:** You agree to indemnify us for the loss of any income tax benefit caused by your acts or omissions inconsistent with our entitlement to certain tax benefits as owner of the Equipment.

21. **Governing Law:** BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. This Agreement and any supplement shall be deemed fully executed and performed in the state of Lessor or its Assignee's principal place of

business and shall be governed by and construed in accordance with its laws. If the Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under this Agreement, you irrevocably agree that any such matter

may be adjudged or determined in any court or courts in the state of the Lessor or its Assignee's principal place of business, or in any court or courts of your state of residence, or in any other court having jurisdiction over you or your assets,

all at the sole election of the Lessor or its Assignee. You hereby irrevocably submit generally and unconditionally to the jurisdiction of any such court so elected by Lessor or its Assignee in relation to such matters.

22. **Miscellaneous:** This Lease contains the entire agreement between you and us and may not be modified except as provided therein or in writing signed by you and us. We will not accept payment in cash. If you so request, and we

permit the early termination of this Lease, you agree to pay a fee for such privilege. Notices must be in writing and will be deemed given five days after mailing to your or our mailing address. If a court finds any provision of this Lease to be

unenforceable, all other terms of that Lease will remain in effect and enforceable. You agree that any delay or failure to enforce our rights under this Lease do not prevent us from enforcing any rights at a later time. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Time is of the essence. You agree that a facsimile copy of the Lease with facsimile signatures may be treated as an original and will be admissible as evidence of

the Lease. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, the manufacturer or supplier of the Equipment. It is the Lessee's sole and exclusive responsibility to assure

that all data from all disk drives or magnetic media are erased of any lessee data and information.

## NON APPROPRIATION RIDER

This Non-Appropriation Rider to the Lease Agreement No. \_\_\_\_\_, dated October, 2017 (the "Lease"), is by and between \_\_\_\_\_ (Lessor) and REEDLEY, CITY OF (Lessee). Capitalized terms used herein without definition shall be defined as provided in the Lease.

Notwithstanding anything contained in the Lease to the contrary,

1. Lessee presently intends to continue the Lease for its entire term and to pay all rentals or other payments relating thereto and shall do all things lawfully within its power to obtain and maintain funds from which the rentals and all other payments owing thereunder may be made. To the extent permitted by law, the person or entity in charge of preparing Lessee's budget will include in the budget request for each fiscal year during the term of the Lease the rentals to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due therein. The parties acknowledge that appropriation for rentals is a governmental function which Lessee cannot contractually commit itself in advance to perform and the Lease does not constitute such a commitment. However, Lessee reasonably believes that moneys in an amount sufficient to make all rentals can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment in the performance of its essential functions during the term of the Lease.

2. If Lessee's governing body fails to appropriate sufficient moneys in any fiscal year for rentals or other payments due under the Lease and if other funds are not available for such payments, then a "Non-Appropriation" shall be deemed to have occurred. If a Non-Appropriation occurs, then: (i) Lessee shall give Lessor immediate notice of such Non-Appropriation and provide written evidence of such failure by Lessee's governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by that date, immediately upon such Non-Appropriation; (ii) no later than the last day of the fiscal year for which appropriations were made for the rentals due under the Lease (the "Return Date"), Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the Lease, at Lessee's sole expense, in accordance with the terms hereof; and (iii) the Lease shall terminate on the Return Date without penalty or expense to Lessee and Lessee shall not be obligated to pay the rentals beyond such fiscal year, provided, that Lessee shall pay all rentals and other payments due under the Lease for which moneys shall have been appropriated or are otherwise available, provided further, that Lessee shall pay month-to-month rent at the rate set forth in the Lease for each month or part thereof that Lessee fails to return the Equipment as required herein.

3. The Lease shall be deemed executory only to the extent of monies appropriated and available for the purpose of the Lease, and no liability on account thereof shall be incurred by the Lessee beyond the amount of such monies. The Lease is not a general obligation of the Lessee. Neither the full faith and credit nor the taxing power of the Lessee are pledged to the payment of any amount due or to become due under the Lease. It is understood that neither the Lease nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of the Lease.

4. The Lessee and Lessor agree that they intend the Lease to be an operating lease and that by the execution thereof, Lessee acquires no ownership interest in the Equipment whether vested or contingent. The Lessee's interest in the Equipment is limited to that of a lessee and Lessor retains all the rights of owner therein. Any provisions indicating to the contrary in this Rider are for precautionary purposes only.

IN WITNESS WHEREOF, each of the parties hereto has caused this Rider to be executed as of the \_\_\_\_ day of \_\_\_\_ 200\_\_.

(Lessee)

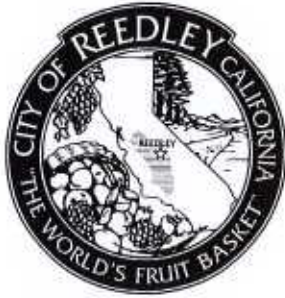
(Lessor)

By: \_\_\_\_\_

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Name/Title: \_\_\_\_\_



## **REEDLEY CITY COUNCIL**

- ☒ **Consent**
- ☐ **Regular Item**
- ☐ **Workshop**
- ☐ **Closed Session**
- ☐ **Public Hearing**

ITEM NO: 4

**DATE:** October 24, 2017

**TITLE:** APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE A ONE YEAR PROFESSIONAL SERVICES CONTRACT WITH WORLDLIGHT MEDIA, LLC FOR ONGOING CITY WEBSITE MAINTENANCE SERVICES

**SUBMITTED:** Paul A. Melikian, Assistant City Manager

**APPROVED:** Nicole R. Zieba, City Manager

### **RECOMMENDATION**

It is recommended that the City Council approve and authorize the City Manager to execute the attached one year professional services contract with WorldLight Media, LLC for ongoing City website maintenance services.

### **EXECUTIVE SUMMARY**

The City's website is an important tool that is used to communicate, in a cost effective and transparent manner, to the community, stakeholders, investors, partners and visitors. As with most governmental entities, the City's website is very large and contains a vast amount of information that can be called upon at any given time. As such, the information needs to be updated regularly, as well as making improvements to site navigation and incorporating new features. City websites have become relied upon for communication to such an extent that most new statutes from the State of California that contain reporting requirements (including some granting agencies) have mandated that information, reports, or logs be published to the agency's website.

The City has used an outside vendor for maintenance of the website since 2012, the year that the current website was brought online. Prior to this individual departments did their best to keep their respective pages current. It was thought that this practice could continue with the new website, however it became apparent that with the complexity of the programming and size of the site that this was not possible. Staff then approached Unity IT (formerly known as Fresno Networks), the City's current vendor for Information Technology services, to ask if they would take this duty on. They agreed, and their contract was amended to include this service. Unity IT is a network and desktop support company, and they excel in these areas. However programming and maintenance of websites is a separate field, and is typically provided by a specialty firm. As such Unity IT has acknowledged that their abilities and knowledge in the world of website programming is somewhat limited, and agrees with staff that an outside vendor would be a better match for the ongoing maintenance of the City website, which is now five years old, and will eventually require extensive updating.



Staff contacted three well-known website design and maintenance firms in the area, and along with a representative with Unity IT, conducted interviews in September 2017. WorldLight Media, LLC was the chosen firm because they appear to possess the qualifications and experience to manage the ongoing maintenance of the website at a reasonable cost; as well as to potentially handle the full design work when it comes time to develop a new City website. Staff proposes to enter into a one year contract for 10 hours of maintenance services for \$450.00 per month. Any hours unused from one month can rollover for use in a future month; however if 10 hours is exceeded, and there are no rollover hours available, extra time will be billed at a rate of \$40.00 per hour. Unity IT staff have generally spent more than 10 hours per month maintaining the website; however it is expected that WorldLight Media's specialized website programming staff will be able to do the work in less time. If it is discovered later that 10 hours is not sufficient to cover the regular workload, staff can request to add hours to the base contract, and potentially the additional time can be made available for less than paying hourly for the extra time.

The attached one year agreement allows both parties to extend the agreement for additional periods or to cancel with 30 days written notice.

#### **FISCAL IMPACT**

The City has been paying \$500 per month for website maintenance services since 2012. In July 2017, the amount paid to the current vendor was increased to \$750.00 per month and included in the Adopted Budget at this level. The proposed agreement will lower the monthly cost to \$450.00, which will result in savings as long as 10 hours per month is not exceeded. Staff will make efforts to manage the flow of website maintenance requests to limit the amount of hours so the included number of maintenance hours is not exceeded unless there is a compelling reason to do so.

#### **ATTACHMENTS**

Professional Services Contract with WorldLight Media, LLC

## PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract ("Agreement"), is made and entered into by and between, WorldLight Media LLC (the "Consultant"), whose principal place of business is 7075 N. Howard Street, Suite 101, Fresno, California 93720, and the City of Reedley (the "City"), whose principal place of business is 845 G. Street, Reedley, CA 93654.

NOW, THEREFORE, it is agreed as follows:

1. **Term.** The respective duties and obligations of the contracting parties shall be for the period commencing on November 1, 2017 and ending on October 31, 2018. City and Consultant may extend this agreement for additional annual periods with notification in writing signed by both parties prior to the subsequent term. Notwithstanding anything to the contrary set forth herein, this Agreement may be terminated by the City or the Consultant upon 30 days written notice by either party. The provisions contained in Section 3, Section 4 and Section 5 shall survive any termination of this Agreement.

2. **Services.** The Consultant shall perform the duties outlined in Appendix A - Statement of Work, included herein ("Work" or "Services").

3. **Independent Contractor Relationship.**

(a) The Consultant shall perform the services contemplated by this Agreement as an independent contractor. The Consultant acknowledges that it is not an agent or representative of the City and has no authority to act for or bind the City without prior written consent.

(b) The Consultant represents that it has the legal authority to enter and perform the requirements of this Agreement and will maintain such status to complete the Work hereunder.

(c) Indemnity for Professional Liability: When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless the City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error, or omission of Consultant, its officers, agents, employees, or Subconsultants (or any City or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(d) Indemnity for Other Than Professional Liability: Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless the City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsels fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the negligent performance of this Agreement by Consultant or by any individual or City for which Consultant is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Consultant.

e) Consultant shall not be held to indemnify, defend and hold the City harmless for any loss, liability, damage, charge, claim, action, proceeding, injury, cost and/or expense which are the result of the City's negligence, willful or intentional act.

4. **Insurance.** Without limiting Consultant's indemnification of the City, and prior to commencement of Work, Consultant shall obtain, provide, and continuously maintain at its own expense during the term of this Agreement, and shall require any subconsultants to obtain and

maintain, policies of insurance of the type and amounts described below and in a form satisfactory to the City.

- (a) Workers' Compensation. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least one million dollars (\$1,000,000)).
- (b) General Liability. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, or equivalent, in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. General liability policies shall provide or be endorsed using Insurance Services Office forms CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- (c) Automobile Liability. If Consultant (or subconsultants) utilizes automobiles in the performance of services under this agreement, Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each accident.
- (d) Professional Liability (Errors & Omissions). Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) Per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Consultant agrees to maintain continuous coverage through a period no less than one year after completion of the Services required by this Agreement.
- (e) Proof of Insurance. Consultant shall provide to City, certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. The City reserve the right to require complete, certified copies of all required insurance policies, at any time.
- (f) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City.
- (g) Enforcement of Contract Provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.
- (h) Specifications not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not



intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

- (i) Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with thirty (30) days' notice of cancellation (except for nonpayment for which ten (10) days' notice is required) or nonrenewal of coverage for each required coverage.
- (j) Self-insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.
- (k) Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

5. **Work Product.** Consultant agrees that all materials and content is provided free of royalty or other obligation. The City shall provide an unrestricted and no-cost license for Consultant to use work products developed under this project for public benefit purposes that are not competitive with this project and do not represent a conflict of interest with the project.

6. **Liability.** With regard to the Work to be performed by the Consultant pursuant to the terms of this Agreement, the Consultant shall not be liable to the City, or to anyone who may claim any right due to any relationship with the City, for any acts or omissions in the performance of Work on the part of the Consultant except (i) in the event of a breach by Consultant of its obligations under this Agreement or (ii) when said acts or omissions of the Consultant are due to the negligence or fraud of the Consultant.

7. **Compensation & Payments.** The City agrees to reimburse Consultant for eligible time for Work as defined in Appendix A - Statement of Work. Consultant shall bill the City on a monthly basis or at the completion of the Services, whichever is earlier, by automatic credit card billing and provide a statement to the City.

8. **Amendment; Waiver.** No amendment, modification or waiver of any provision of this Agreement shall be effective unless such amendment, modification or waiver is mutually agreed upon in writing by the parties hereto. The failure of any party to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of such party thereafter to enforce each and every provision of this Agreement in accordance with its terms. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of any provision of this Agreement.

9. **Governing Law.** The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

10. **Right to Cure.** In case of a breach of this Contract by either party, the non-breaching party shall give the breaching party notice of the breach and a reasonable period to cure under the circumstances.

11. **Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or the breach of this Agreement, that cannot be resolved by the parties in a reasonable amount of time, shall be settled by arbitration in accordance of the rules of the American Arbitration Association, and



judgment upon the award rendered by the arbitrator(s) shall be entered in any court of competent jurisdiction. For that purpose, the parties hereto consent to the jurisdiction and venue of an appropriate court located in the State of California, County of Fresno. In the event that litigation results from or arises out of this Agreement or the performance hereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees and reasonable out-of-pocket and documented expenses and court costs, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled.

12. **No Assignment or Delegation.** This Contract is personal to each of the Parties. No Party may assign or delegate any rights or obligations hereunder without first obtaining the written consent of the other party hereto.

13. **Counterparts and Facsimile Signatures.** This Agreement may be executed in one or more counterparts and each of them shall be deemed to be one and the same instrument. This Agreement may be executed by facsimile signatures, including electronic format.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of the date first written below.

**City of Reedley**

**WorldLight Media LLC**

By: \_\_\_\_\_

Nicole R. Zieba  
City Manager

By: \_\_\_\_\_

  
Nathan Solla  
Chief Strategy Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

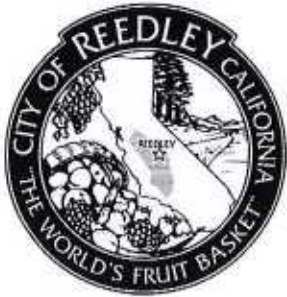
10/9/2017

## STATEMENT OF WORK

<b>PROJECT</b>	Ongoing Web Maintenance Services for City of Reedley, CA		
<b>COMPANY NAME</b>	City of Reedley, CA	<b>CONTACT</b>	Paul A. Melikian, CPFO
<b>PROJECT MANAGER</b>	Nathan Solla	<b>DATE SUBMITTED</b>	9/25/17
<b>AUTHOR</b>	Nathan Solla	<b>VERSION</b>	1.0.0
<b>PROJECT BEGIN DATE</b>	November 1 <sup>st</sup> , 2017	<b>END DATE</b>	October 31 <sup>st</sup> , 2018

OBJECTIVE	DESCRIPTION
Provide ongoing maintenance services for the website domain: <a href="http://www.reedley.com/">http://www.reedley.com/</a>	As requested by City of Reedley, revisions will be made to the content of the website. Revisions include adding, removing, or revising content and maintaining functionality of the website.
Remote Access	We will access the website remotely to upload documents and revise content as needed.
Response Times	We will provide access to our ticketing system. When you create a ticket, you can choose the urgency of each request, either standard (less than 1 business day), urgent (less than 4 hours).

RATE SCHEDULE		
ESTIMATED COST	DELIVERY	DESCRIPTION
\$450/month	10 hours of work	Based on your request, the City of Reedley expects to need 10 hours per month of maintenance services. Unused time rolls over and can be used in future months.
\$40 / hour	Each additional hour	If revisions exceed 10 hours and there is no roll over hours remaining, we will notify you, and extra time will be billed at a rate of \$40.00 per hour.



## REEDLEY CITY COUNCIL

- ☒ Consent Calendar
- ☐ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing

ITEM NO: 5

DATE: October 24, 2017

TITLE: ADOPTION OF ORDINANCE NO. 2017-005, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REEDLEY AMENDING THE TEXT OF THE REEDLEY MUNICIPAL CODE PERTAINING TO ADDRESSING THE COMMITMENT OF NO LESS THAN 50% OF THE CITY'S STORM WATER DEVELOPMENT IMPACT FEE COLLECTION TO RECHARGE ACTIVITIES

SUBMITTED: Rob Terry, Director *RT*  
Community Development Department

APPROVED: Nicole R. Zieba  
City Manager *NZ*

### RECOMMENDATION

Staff recommends that the City Council take the following action:

1. Adopt Ordinance No. 2017-005, an Ordinance of the City Council of the City of Reedley amending the text of the Reedley Municipal Code pertaining to addressing the commitment of no less than 50% of the City's Storm Water Development Impact Fee Collection to recharge activities
2. Approve Environmental Assessment No. 2017-11, Environmental Finding of No Possibility of Significant Effect dated October 10, 2017

### EXECUTIVE SUMMARY

Ordinance 2017-005 proposes to amend Section 10-23-4-B-2 of the Reedley Municipal Code to directly address Section 1.1 of a Settlement Agreement between The City of Reedley and Consolidated Irrigation District dated July 13, 2017. The proposed amendment details the City's commitment to provide no less than fifty percent (50%) of current storm water development impact fees collected by the City be spent on projects that specifically result in Kings River water being recharged to the aquifer underlying the City.

This ordinance proposes Municipal Code amendments that are procedural in nature, proposes no new uses, and its adoption will not result in the approval of any activities that are not already permitted under the existing Municipal Code.



## **PROJECT DESCRIPTION/BACKGROUND**

On July 13, 2017, the City of Reedley entered into a Settlement Agreement (Agreement) with Consolidated Irrigation District concerning four\* on-going litigations. Section 1.1 of the Agreement details the City's commitment to introduce an ordinance providing that no less than fifty percent (50%) of current storm water development impact fees collected by the City pursuant to said ordinance shall be spent on projects that specifically result in Kings River water being recharged to the aquifer underlying the City.

On September 19, 2017, pursuant to Reedley Municipal Code §10-22-2, Initiation, the City Manager initiated a proposed text amendment to address the Agreement condition previously stated. The proposed amendment would amend Subsection B-2 of Section 10-23-4 of Chapter 23 of Title 10 of the Reedley Municipal Code to incorporate language committing no less than 50% of the current storm water development impact fees collected by the City to be spent on projects that specifically result in Kings River water being recharged to the aquifer underlying the City. Details pertaining to location and timing are also detailed within the proposed amendment, as contained within proposed Ordinance 2017-005, which is attached for reference.

On September 28, 2017, a public hearing notice was posted in the Reedley Exponent concerning the introduction and first reading of the proposed text amendment before the Reedley City Council, which was held on October 10, 2017. Following the public hearing, the Council unanimously voted in favor of the proposed ordinance.

\*Note – cases referenced: (Consolidated Irrigation District v. City of Reedley, et al., Fresno County Superior Court Case No. 14CECG00877, filed March 27, 2014; Consolidated Irrigation District v. City of Reedley, et al., Fresno County Superior Court Case No. 15CECG01659, Merced County Superior Court Case No. 16CV-02121, filed June 1, 2015; Consolidated Irrigation District v. The Superior Court of Fresno County, Fifth District Court of Appeal Case No. F073679, filed May 6, 2016; and Consolidated Irrigation District v. City of Reedley, et al., Fresno County Superior Court Case No. 17CECG00482, filed February 14, 2017).

## **ENVIRONMENTAL REVIEW**

This proposed ordinance is procedural in nature, proposes no new uses, and its adoption will not result in the approval of any activities that are not already permitted under the Municipal Code.

There is no substantial evidence in the record that any of the exceptions set forth in CEQA Guidelines, Section 15002(k)(1), Section 15378(a) and Section 15061(b)(3) apply to the proposed Municipal Code amendment that are procedural in nature, proposes no new uses, and its adoption will not result in the approval of any activities that are not already permitted under the Municipal Code. Therefore, staff has determined that a no possibility of significant effect is appropriate for the proposed project.

## **PLANNING COMMISSION**

The Planning Commission held a public hearing, and received a staff report presentation relating to Text Amendment Application No. 2017-1 (Ordinance No. 2017-005) and related environmental assessment 2017-11, at their regularly scheduled meeting on October 19, 2017. Attached is the Planning Commission's associated resolution.

## **ATTACHMENTS**

1. Ordinance No. 2017-005, an Ordinance of the City Council of the City of Reedley amending the text of the Reedley Municipal Code pertaining to addressing the commitment of no less than 50% of the City's Storm Water Development Impact Fee Collection to recharge activities
2. Initiation of Text Amendment, Dated September 18, 2017

3. Planning Commission Resolution No. 2017-8
4. City of Reedley, Environmental Assessment No. 2017-11, Environmental Finding of No Possibility of Significant Effect, dated October 10, 2017

Motion: \_\_\_\_\_  
Second: \_\_\_\_\_

**ORDINANCE NO. 2017-005**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REEDLEY AMENDING  
SECTION 10-23-4 OF CHAPTER 23 OF TITLE 10 OF THE REEDLEY MUNICIPAL  
CODE PERTAINING TO DEVELOPMENT IMPACT FEES**

THE CITY COUNCIL OF THE CITY OF REEDLEY DOES ORDAIN AS FOLLOWS:

**SECTION 1:** Subsection B.2. of Section 10-23-4 of Chapter 23 of Title 10 of the Reedley Municipal Code is hereby amended to read as follows:

**B. Development Impact Fees:**

\*\*\*\*\*

2. Content of Resolutions: In enacting resolutions establishing and imposing such development impact fees, the city council shall set forth the specific amount of the fee, describe the benefit and impact area on which the development impact fee is imposed, list the specific public improvements to be financed, describe the estimated cost of the facilities, describe the reasonable relationship between the fees and the various types of developments, and set forth the time for payment. The city council may further provide in such resolution that specific limitations will apply to reductions, adjustments, waivers or deferrals of development impact fees, and the city council may, in such resolution, set forth such specific limitations.

With regard to Storm Drain Facilities Impact Fees, no less than 50% of such current impact fees collected by the City shall be spent on projects that specifically result in Kings River water being recharged to the aquifer underlying the City. Recharge shall take place at location(s) no farther than three (3) miles from the City limits, unless approved by any applicable government agency(ies). Unless otherwise required to do so by law, the City shall not decrease the amount of Storm Drain Facilities Impact Fees below the amount in effect as of May 1, 2017, as reflected on the applicable development impact fee schedule. The City shall maintain this practice in full force and effect until the first of either of the following occurs: i) the City achieves overall groundwater sustainability, or ii) the groundwater sustainability agency of which the City is a member has an approved plan to achieve sustainability. In calculating overall groundwater sustainability, the City may include offsets for recharge, including at those locations for which



development impact fees or other City funds were used to create recharge facilities whether within or outside of the current City limits.

**SECTION 2:** If any article, section, subsection, sentence, clause, or phrase of this ordinance is held by a court of competent jurisdiction to be invalid, such decision shall not affect the remaining portions this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each article, section, subsection, sentence, clause, and phrase hereof, irrespective of the fact that one or more articles, sections, subsections, sentences, clauses, and phrases be declared invalid.

**SECTION 3:** The City Clerk is hereby directed to cause this ordinance or a summary thereof to be published in a newspaper of general circulation in accordance with the provisions of Government Code Section 36933.

**SECTION 4:** The City Clerk is further directed to cause this ordinance to be codified after its adoption.

**SECTION 5:** This ordinance shall take effect and be in full force thirty (30) days after its final passage and adoption.

The foregoing Ordinance No. 2017-005 was introduced and given first reading by title only at a regular meeting of the City Council of the City of Reedley held on October 10, 2017, and was thereafter duly passed, approved, and adopted at a regular meeting of said City Council held on October 24, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Anita Betancourt, Mayor

ATTEST:

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Sylvia B. Plata, City Clerk



## City of Reedley

Community Development Department  
1733 Ninth Street  
Reedley, CA 93654  
(559) 637-4200  
FAX 637-2139

TO: Nicole R. Zieba, City Manager

FROM: Rob Terry  
Community Development Director

DATE: September 18, 2017

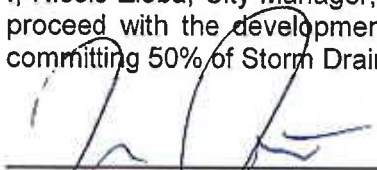
SUBJECT: INITIATION OF AN AMENDMENT TO THE TEXT OF THE REEDLEY MUNICIPAL CODE PERTAINING TO COMMITTING 50% OF STORM DRAIN FACILITY DIF COLLECTION TO RECHARGE ACTIVITIES

On July 13, 2017, the City of Reedley entered into a Settlement Agreement with Consolidated Irrigation District regarding multiple litigations. Contained within the Agreement was a commitment to introduce an ordinance committing 50% of the City's Storm Water Collection to recharge activities.

Proposed is amending Chapter 23 of Title 10, which pertains to the collection of Development Impact Fees. The amendment will consist of language in accordance with the Agreement added to 10-23-4-B-2.

Staff recommends that pursuant to Reedley Municipal Code, §10-22-2, Initiation, the City Manager may initiate the proposed text amendment to the Reedley Municipal Code.

I, Nicole Zieba, City Manager, authorize the City of Reedley Community Development Department to proceed with the development of a text amendment to the Reedley Municipal Code pertaining to committing 50% of Storm Drain Facility DIF collection to recharge activities.

  
\_\_\_\_\_  
Nicole R. Zieba, City Manager

  
\_\_\_\_\_  
Date

## RESOLUTION NO. 2017-8

### **A RESOLUTION OF THE CITY OF REEDLEY PLANNING COMMISSION, RECOMMENDING THE CITY COUNCIL OF THE CITY OF REEDLEY APPROVE TEXT AMENDMENT APPLICATION NO. 2017-1, PROPOSING TO AMEND SECTION 10-23-4 OF CHAPTER 23 OF TITLE 10 OF THE REEDLEY MUNICIPAL CODE PERTAINING TO DEVELOPMENT IMPACT FEES**

WHEREAS, on July 13, 2017, The City of Reedley entered into a settlement agreement with Consolidated Irrigation District concerning four legal proceedings for which the City was a party to; and

WHEREAS, Section 1.1 of said agreement details the City's commitment to introduce an ordinance providing that fifty percent (50%) of current storm water development impact fees collected by the City be committed to recharge projects; and

WHEREAS, on September 18, 2017, the City of Reedley, pursuant to Reedley Municipal Code, §10-22-2, Initiation, initiated Text Amendment Application No. 2017-1; and

WHEREAS, Text Amendment Application No. 2017-1 proposes to amend Section 10-23-4-B2, of Title 10, which pertains to the collection of development impact fees; and

WHEREAS, the proposed Municipal Code amendment directly addresses Section 1.1 of the settlement agreement previously notated; and

WHEREAS, on October 19, 2017 the Planning Commission held a public meeting and received a staff report, staff presentation and accepted public comments.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference; and
2. The Planning Commission finds there is no substantial evidence in the record that any of the exceptions set forth in CEQA Guidelines, Section 15002(k)(1), Section 15378(a) and Section 15061(b)(3) apply to the proposed Municipal Code amendment. Therefore, it is determined that a no possibility of significant effect determination is appropriate for the proposed project through Environmental Assessment No. EA-2017-11; and
3. The preparation and adoption of the Text Amendment Application No. TA-2017-1 is consistent with Reedley General Plan Update 2030; and
4. The Planning Commission hereby recommends to the City Council of the City of Reedley approval of Text Amendment Application No. 2017-1; and



5. This resolution is effective upon adoption.

This foregoing resolution is hereby approved and adopted at a regular meeting of the Reedley Planning Commission, in the City of Reedley, held on the 19<sup>th</sup> day of October, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Alberto Custodio, Chairman  
City of Reedley Planning Commission

ATTEST:

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Rob Terry, Secretary

**CITY OF REEDLEY  
ENVIRONMENTAL FINDING OF NO POSSIBILITY OF SIGNIFICANT EFFECT  
ENVIRONMENTAL ASSESSMENT NO. 2017-11**

THE PROJECT DESCRIBED HEREIN IS DETERMINED TO HAVE NO  
SIGNIFICANT EFFECT ON THE ENVIRONMENT PURSUANT TO ARTICLE 5 OF THE  
STATE OF CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES

**APPLICANT:** City of Reedley  
1733 Ninth Street  
Reedley, California 93654

**PROJECT LOCATION:** The proposed amendment to the Reedley Municipal Code extends to and applies on a City-wide basis.

**PROJECT DESCRIPTION:** Ordinance No. 2017-005 (Text Amendment Application No. 2017-1) proposes to amend Section 10-23-4-B2 of the Reedley Municipal Code pertaining to regulations addressing the commitment of 50% of the City's Storm Water Development Impact Fee Collection to recharge activities.

**This project is exempt under Section 15002(k)(1), Section 15378(a) and Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines.**

**EXPLANATION:** **CEQA Section 15002(k)(1):** The Lead Agency examines the project to determine whether there is a project subject to CEQA. The City has determined that the activities associated with the grant do not pose an impact on the environment such that it constitutes a project under CEQA.

**CEQA Section 15378(a):** A "Project" means the whole of the action, which has the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. This ordinance proposes Municipal Code amendments that are procedural in nature, proposes no new uses, and its adoption will not result in the approval of any activities that are not already permitted under the Municipal Code.

**CEQA Section 15061(b)(3):** The activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. No activity associated with this text amendment has been identified as causing a potential or significant effect on the physical environment.

CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

No Possibility of Significant Effect  
Environmental Assessment No. EA-2017-11  
October 10, 2017  
Page 2

Finally, there is no substantial evidence in the record that any of the exceptions set forth in CEQA Guidelines, Section 15002(k)(1), Section 15378(a) and Section 15061(b)(3) apply to the proposed Municipal Code amendment that is permissive and procedural in nature, and does not adjust the collection or structure of any fee collection or program. Therefore, staff has determined that a no possibility of significant effect is appropriate for the proposed project.

Date: October 10, 2017

Submitted by: 

Rob Terry, Community Development Director  
City of Reedley  
Community Development Department  
(559) 637-4200 ext. 286





## **REEDLEY CITY COUNCIL**

- ☒ Consent
- ☐ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing
- ☐ Receive/Review

ITEM NO: 6

DATE: October 24, 2017

TITLE: ADOPTION OF RESOLUTION NO. 2017-090 OF THE CITY COUNCIL OF THE CITY OF REEDLEY CORRECTING & RESTATING THE TIERED MEDICAL BENEFIT STRUCTURE FOR CITY OF REEDLEY RETIREES

SUBMITTED: Paul A. Melikian, Assistant City Manager 

APPROVED: Nicole R. Zieba, City Manager 

### **RECOMMENDATION**

Staff recommends that the City Council adopt Resolution 2017-090 correcting and restating the tiered medical benefit structure for City of Reedley retirees to clarify dependent eligibility for Tier 2 benefits.

### **EXECUTIVE SUMMARY**

The City currently has no retirees under the Tier 2 benefits as defined by its current retiree medical benefit structure; however any future retirements of employees meeting the eligibility requirements would begin to fall under this benefit tier. In order for a current full-time regular City employee to qualify for Tier 2 retirement medical benefits, they must retire under a regular or disability PERS retirement within 120 days from voluntary separation from City employment, be at least 55 years of age at time of retirement, and have been employed by the City for a cumulative total of at least ten (10) years as a full-time regular employee.

The benefit structure is reviewed annually, and the most recent review revealed that the Tier 2 benefit is missing some important eligibility information; specifically, that the employee is required to enroll in City provided retirement medical benefits at the same time they retire from the City. In addition, in order for an employee's dependent to be eligible for coverage, the dependent must be enrolled in the employee's plan at the time an employee retires, subject to the employee meeting minimum eligibility requirements. Lastly, the resolution is further amended to specify that the time period that PERS retirement and enrollment in City-provided benefits must occur is 120 *calendar* days.

### **BACKGROUND**

In September 2013, the City Council formerly established a tiered medical benefit for eligible City retirees and dependents. In December 2014, the City Council revised the minimum eligibility requirements for current City retirees, increased the minimum retirement age for current employees from 50 to 55, and included provisions in the event of non-payment of retiree premium contributions. In May 2015, the benefit was amended to further define minimum eligibility requirements for current employees that they must retire under a regular or disability PERS retirement within 120 days from voluntary separation from City employment. In December 2016, the benefit was amended to disallow future enrollment/re-enrollment in the 'Freedom of Choice' benefit option.

### **ATTACHMENTS**

Resolution 2017-090 Amending & Restating Tiered Medical Benefits for City of Reedley Retirees

## **RESOLUTION NO. 2017-090**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY CORRECTING AND RESTATING THE TIERED MEDICAL BENEFIT STRUCTURE FOR CITY OF REEDLEY RETIREES**

**WHEREAS**, Government Code § 22938 provides that a local agency which has elected to be subject to the Public Employees' Medical and Hospital Care Act ("Act") may choose to cease to be so subject by adopting a resolution and filing such resolution with the Public Employees' Retirement System ("PERS") board of administration; and

**WHEREAS**, the City Council of the City of Reedley, with the approval of Resolution No. 2013-057 on June 25, 2013, elected to cease to be subject to the provisions of the Act, and such resolution was filed with the PERS board as required by Government Code Section 22938; and

**WHEREAS**, with the approval of Resolution No. 2013-057 and compliance with Government Code Section 22938, the City of Reedley is no longer subject to the Act and is therefore no longer required to provide medical benefits to its retirees as required by and as a condition of the Act; and

**WHEREAS**, prior to approval of Resolution No. 2013-057, the provision of medical benefits for City retirees was not a negotiated benefit with employees or a benefit approved by the City Council through a salary or benefit resolution, but rather was only provided by the City as required by the Act and as a condition of the City being part of the PERS medical program; and

**WHEREAS**, although not legally required to do so after opting out of PERS, with the approval of Resolution No. 2013-083 on September 24, 2013, the City chose to conditionally provide retiree medical benefits to current retirees and current full-time regular employees at that time subject to certain eligibility requirements and the City's right and absolute discretion to modify or eliminate such retiree medical benefits in the future; and

**WHEREAS**, Resolution No. 2016-102, adopted December 13, 2016 amended and restated resolution 2015-045, which amended and restated Resolution No. 2014-090, which amended and restated Resolution No. 2013-083; and

**WHEREAS**, the City Council desires to make certain changes to the tiered retiree medical benefit schedule approved by Resolutions No. 2013-083, 2014-090, 2015-045, and 2016-102.

**WHEREAS**, the City must proactively manage ever rising healthcare costs with finite budgetary resources, and in order to properly manage the City's limited budget, the City Council continues to declare its intent not to create a permanent or vested right in the retiree medical benefits approved by Resolutions No. 2013-083, 2014-090, 2015-045, 2016-102 and modified herein; and

**NOW, THEREFORE**, the City Council of the City of Reedley hereby resolves that the tiered retiree medical benefit schedule approved by Resolution No. 2013-083 on September 24, 2013, and amended and restated with the approval of Resolution No. 2014-090 on December 9, 2014, and amended and restated with the approval of Resolution No. 2015-045 on May 13, 2015, further amended and restated with the approval of Resolution No. 2016-102 on December 13, 2016, is hereby amended and restated as follows:



**1. Tier 1 - Benefits for current retirees and their dependents are as follows:**

A) For current retirees and/or their dependents who are not yet eligible for Medicare:

- i) For the retiree only, City shall contribute towards the retiree's monthly medical coverage at the same rate as the City contributes towards Unrepresented employees' monthly medical coverage, as such contribution may be modified from time to time; and
- ii) City shall contribute up to \$500.00 monthly, total, for medical coverage of dependents who are not yet eligible for Medicare, with retirees responsible for paying the difference in cost between the medical plan and City contribution; and
- iii) The retiree must notify the City within thirty (30) days of the retiree's and/or dependent's eligibility for Medicare. Only the surviving spouse or registered domestic partner of an eligible retiree shall remain eligible for the dependent benefit until his/her death or remarriage.

B) For current retirees and/or their dependents who are eligible for Medicare:

- i) City shall cover 100% of the monthly premium for a group Medicare Supplement plan, as identified and selected by the City, for retiree and one dependent; and
- ii) City shall contribute up to \$500.00 monthly, total, for medical coverage of dependents who are not yet eligible for Medicare, with retirees responsible for paying the difference in cost between the medical plan and City contribution; and
- iii) Subject to availability, only current retirees and their eligible dependents shall have access to a 'Freedom of Choice' option, whereupon the City, through its designated provider, will cover up to \$251.76 per month ("Cap") for each retiree and his/her one dependent, for the reimbursement of premium cost for a Medicare Supplement and/or prescription drug plan of their choice; and
- iv) The \$251.76 Cap for the 'Freedom of Choice' option shall be adjusted annually, each January, by the change in premium (if applicable), from year to year, of the group Medicare Supplement Plan then currently being offered by the City to Medicare eligible retirees. The Cap shall always be \$10.00 less than the group Medicare Supplement premium to help defray additional administrative costs of offering the 'Freedom of Choice' option. At no time shall the retiree/dependent receive in excess of the premium amount.
- v) The 'Freedom of Choice' option shall not be available for new enrollment or re-enrollment after December 14, 2016.



C) Minimum eligibility requirements for current City retirees:

- i) All current retirees must be at least 55 years of age as of the effective date of this resolution in order to continue receiving retiree medical benefits for themselves or their dependents. Retirees or dependents who were not enrolled in a City-provided retiree medical benefit as of the adoption date of Resolution 2013-083 (September 24, 2013) are not eligible to enroll in or otherwise receive retiree medical benefits. Affected retirees will not be permitted to purchase coverage in the City's medical plans. Retirees turning 55 years of age after the effective date of this resolution shall not be eligible for this City benefit.

2. **Tier 2 - Benefits for current full-time regular City employees are as follows, subject to the following eligibility requirements:**

- A) Minimum eligibility requirements for current full-time regular City employees. To be eligible for retirement medical benefits, a full-time regular employee must: (i) retire under a regular or disability PERS retirement ***and enroll in City provided retirement medical benefits*** within 120 ***calendar*** days from voluntary separation from City employment; (ii) be at least 55 years of age at time of retirement; and (iii) have been employed by the City for a cumulative total of at least ten (10) years as a full-time regular employee. Employee must be a full-time regular employee at the time of retirement. No purchase of service credit is allowed. Voluntary separation from City employment shall mean any separation other than termination for cause. Termination for cause shall be deemed involuntary separation, and shall preclude such terminated employee from eligibility in and for this benefit.

- i) ***In order for an employee's dependent to be eligible for coverage, the dependent must be enrolled in the employee's plan at the time an employee retires, subject to the employee meeting minimum eligibility requirements.***

- B) Employees with at least ten (10) years of cumulative service with the City as a full-time regular employee upon Retirement:

- i) If the retiree is not eligible for Medicare, the City shall contribute either 50% of the medical premium for the retiree only, or the amount that the City then currently contributes towards Unrepresented employees' medical coverage as such contribution may be modified from time to time, whichever is less, using the menu of medical plans available to City employees, or if not available, plans identified and selected by the City; and
- ii) If the retiree is eligible for Medicare, City shall cover either 50% of the medical premium for the retiree and one dependent, or the amount that the City then currently contributes towards Unrepresented employees' medical coverage, whichever is less, for a group Medicare Supplement plan as identified and selected by the City; and
- iii) There shall be no coverage for more than one dependent; and

- iv) If the dependent is not Medicare eligible, the City shall contribute up to \$250.00 monthly, total, for dependent medical coverage with retirees responsible for paying the difference in cost between the medical plan and City contribution.
- C) Employees with at least twenty (20) years of cumulative service with the City as a full-time regular employee upon Retirement:
  - i) If the retiree is not eligible for Medicare, the City shall contribute either 80% of the medical premium for the retiree only, or the amount that the City then currently contributes towards Unrepresented employees' medical coverage, whichever is less, using the menu of medical plans available to City employees, or if not available, plans identified and selected by the City; and
  - ii) If the retiree is eligible for Medicare, City shall cover either 80% of the medical premium for the retiree and one dependent, or the amount that the City then currently contributes towards Unrepresented employees' medical coverage, whichever is less, for a group Medicare Supplement plan as identified and selected by the City for retiree and one dependent only; and
  - iii) There shall be no coverage for more than one dependent; and
  - iv) If the dependent is not Medicare eligible, the City shall contribute up to \$250.00 monthly, total, for dependent medical coverage with retirees responsible for paying the difference in cost between the medical plan and City contribution.
- D) The retiree must notify the City within thirty (30) days of the retiree's and/or dependent's eligibility for Medicare. Only the surviving spouse or registered domestic partner of an eligible retiree shall remain eligible for the dependent benefit until his/her death or remarriage.
- E) Full-time regular City employees who are working for the City in a full-time capacity as of September 24, 2013, (Date of Adoption of Resolution 2013-083) who retire on or before December 31, 2016, shall be eligible for the same City contributions to retiree medical benefits as current retirees as defined in Tier 1 above. Minimum eligibility requirements under Section 2.A shall still apply to subject employees, except that for the minimum eligibility requirement under Section 2.A (iii) shall not apply.

**3. Tier 3 – No retiree benefits for future City employees:**

- A) No new employee or re-hired employee initially hired or re-hired on or after January 1, 2014 shall be eligible for the retiree or retiree dependent medical coverage provided herein, unless said employee was a full-time regular employee of the City prior to January 1, 2014.
- B) Current part-time employees, notwithstanding the fact that they are currently employed by the City and may subsequently work for the City in a full-time regular capacity, shall not be eligible for retiree medical benefits, unless they begin work in a full-time regular capacity prior to January 1, 2014 and satisfy all other eligibility requirements. In other words, for purposes of determining eligibility for the retiree medical benefits, the date

of hire shall be treated as the date upon which the current part-time employee begins his/her assignment as a full-time regular employee.

4. **Delinquent payments/reimbursements:** For all benefit tiers, retirees and dependents shall be billed for any difference between the cost of their medical plan and City contributions towards their plan. Should retirees or dependents become delinquent in their payments, the City shall terminate coverage subject to applicable legal noticing requirements. Retirees or dependents who have their coverage terminated due to non-payment of premium contributions or otherwise separate from City provided medical benefits may not re-enroll in or receive City provided medical benefits.
5. The tiered retiree medical benefit schedule as amended and restated herein is intended to and shall be interpreted to supersede the tiered retiree medical benefit schedule approved by Resolution No. 2013-083 on September 24, 2013, and amended and restated with the approval of Resolution No. 2014-090 on December 9, 2014, and further amended and restated with the approvals of Resolutions No. 2015-045 on May 12, 2015 and 2016-102 on December 13, 2016.
6. The City Council of the City of Reedley hereby retains the right, in its sole and absolute discretion, to modify or terminate any benefit levels, coverage, medical plans, or eligibility requirements contained herein by subsequent resolution.
7. This resolution shall be effective beginning on October 25<sup>th</sup>, 2017, and shall remain in effect until modified, terminated, or rescinded by subsequent resolution of the City Council.

**PASSED, APPROVED, and ADOPTED** this 24<sup>th</sup> day of October, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

\_\_\_\_\_  
Anita Betancourt, Mayor

\_\_\_\_\_  
Sylvia Plata, City Clerk





## **REEDLEY CITY COUNCIL**

- ☒ Consent
- ☐ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing

**DATE:** October 24, 2017

**ITEM NO:** 7

**TITLE:** ADOPT RESOLUTION NO. 2017-092 AMENDING THE 2017-18 ADOPTED BUDGET APPROPRIATING \$11,092 IN THE GENERAL FUND FOR SAVE THE CHILDREN SUMMER PROGRAM AT WASHINGTON SCHOOL

**PREPARED:** Sarah Reid, Community Services Superintendent

**SUBMITTED:** Joel Glick, Community Services Director

**APPROVED:** Nicole R. Zieba, City Manager

### **RECOMMENDATION**

Staff recommends that the City Council adopt Resolution No. 2017-092 amending the 2017-18 adopted budget appropriating \$11,092 in the General Fund for the Save the Children Summer Program at Washington School.

### **EXECUTIVE SUMMARY**

The City of Reedley provides services for the summer program at Washington School. A portion of the summer program funding is provided by Save the Children (STC). During the 2017-18 City budget process, a decision had not yet been made on the summer program funding available through STC. Because of this, the City of Reedley budget needs to be amended to reflect actual numbers for the summer program. The funding is for services render in July and August.

### **FISCAL IMPACT**

There is no impact to the General Fund from this budget amendment, as all program expenditures have been reimbursed by the Save the Children Program.

### **ATTACHMENTS**

1. Budget Amendment Resolution No. 2017-092

**BUDGET AMENDMENT  
RESOLUTION 2017-092**

The City Council of the City of Reedley does hereby amend the 2017-18 Budget as follows:

**Section I - Additions:**

<b>FUND-DEPARTMENT.OBJECT</b>	<b>AMOUNT</b>
001 4655.1020	\$ 9,885
001 4655.1030	7
001 4655.1041	850
001 4655.1071	350
<hr/>	
<b>Total Appropriations</b>	<b>\$ 11,092</b>

Purpose: To appropriate funds into the account for the STC Washington Summer Program. For services rendered from July 1, 2017 through August 1, 2017.

**Section II – Source of Funding:**

<b>FUND BALANCE</b>	<b>AMOUNT</b>
001-3844	\$ 11,092
<hr/>	
<b>Total Revenue</b>	<b>\$ 11,092</b>

Impact: There is no impact to the General Fund from this contracted activity as program revenue will cover all expenditures.

Reviewed:

  
Assistant City Manager

Recommended:

  
City Manager

The foregoing resolution was approved by the City Council of the City of Reedley on October 24, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

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Anita Betancourt, Mayor

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Sylvia Plata, City Clerk



## **REEDLEY CITY COUNCIL**

- ☒ **Consent Calendar**
- ☐ **Regular Item**
- ☐ **Workshop**
- ☐ **Closed Session**
- ☐ **Public Hearing**

ITEM NO: 8

**DATE:** October 24, 2017

**TITLE:** ADOPT RESOLUTION NO. 2017-093 OF THE CITY COUNCIL OF THE CITY OF REEDLEY AMENDING THE 2017-2018 BUDGET TO HIRE CONSULTANTS TO COLLECT TRAFFIC DATA AND PERFORM TESTING AND ANALYSIS OF THE EXISTING PAVEMENT ON MANNING AVENUE TO OBTAIN AN ECONOMICAL AND APPROPRIATELY DESIGNED STRUCTURAL SECTION

**SUBMITTED:** John Robertson  
City Engineer

**APPROVED:** Nicole Zieba  
City Manager

### **RECOMMENDATION**

Staff recommends that the City Council through Budget Amendment Resolution No. 201-093 take the following action:

1. Adopt Resolution No. 2017-093 of the City Council of the City of Reedley (City) amending the 2017-2018 Budget to hire consultants to collect traffic data and perform testing and analysis of the existing pavement on Manning Avenue to obtain an economical and appropriately designed structural section.

### **EXECUTIVE SUMMARY**

The City's Adopted 2017-18 Budget requires an adjustment to allocate Measure C Street Maintenance Funds to hire consultants to collect traffic volume data and determine the appropriate pavement thickness, or structural section, which will be used to appropriately design and budget the future projects to improve the pavement on Manning Avenue from I Street to Buttonwillow Avenue.

Two consultants will be hired to first obtain existing and forecast future traffic volumes that Manning Avenue will experience over the next twenty years; and secondly to perform deflection testing and take core samples to determine the appropriate rehabilitation method based on the expected traffic volumes.

### **BACKGROUND**

The City receives Measure C funds to perform street maintenance activities on the City's roadways. Manning Avenue has been identified as a high priority of the City to perform pavement rehabilitation on



that will provide an acceptably smooth roadway that will carry the forecasted traffic volumes for the next twenty years.

Staff will hire two consultants to collect the required data and perform the appropriate analysis. The first consultant will collect traffic volumes and vehicle classification data along five (5) segments of Manning Avenue from I Street to Buttonwillow Avenue. The second consultant will perform deflection analysis on the pavement to determine the existing strength and take roadway cores to confirm the levels of asphalt concrete, aggregate base, and subbase conditions.

The collected data will then be analyzed to determine the most cost effective rehabilitation solution to be applied to the various sections of Manning Avenue.

### **FISCAL IMPACT**

The Measure C Street Maintenance Fund (016) will be used to pay for the consultant's data collection and professional services. Portions of the work will be eligible for reimbursement from the federal funding associated with Phase 1 of the Manning Avenue Rehabilitation project.

### **COMMITTEE/COMMISSION REVIEW/ACTIONS:** N/A

### **PRIOR COUNCIL ACTIONS**

N/A

### **ATTACHMENTS**

1. Resolution No. 2017-093

Motion: \_\_\_\_\_

Second: \_\_\_\_\_

**BUDGET AMENDMENT  
RESOLUTION 2017-093**

The City Council of the City of Reedley does hereby amend the 2017-18 Budget as follows:

**Section I - Additions:**

FUND-DEPT.OBJECT	AMOUNT
016-4443-5815 Manning Avenue Pavement Design Alternatives	\$50,000

**Purpose:** The resolution is necessary to provide funds for the required deflection testing, coring samples, and traffic counts on Manning Avenue from I Street to Buttonwillow to analyze and determine an economical standard 20-year design life pavement section.

**Section II – Source of Funding:**

FUND BALANCE	AMOUNT
016-2710 Fund Balance	\$50,000

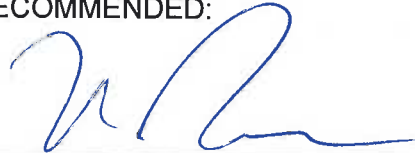
**Impact:** There are sufficient funds in the funding sources for these payments that are reimbursable from various sources. See the Staff Report for more detail

REVIEWED:

RECOMMENDED:

 10-16-17

Assistant City Manager



City Manager

The foregoing resolution was approved by the City Council of the City of Reedley on October 24, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

  
Anita Betancourt, Mayor

ATTEST:

  
Sylvia Plata, City Clerk



## REEDLEY CITY COUNCIL


- ☒ Consent
- ☐ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing

ITEM NO: 9

**DATE:** October 24, 2017

**TITLE:** ADOPT RESOLUTION NO. 2017-094 WHICH REPLACES RESOLUTION 2017-017 RATIFYING THE SUBMITTAL OF A GRANT APPLICATION TO THE STATE OF CALIFORNIA, DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, UNDER ITS HOUSING-RELATED PARKS PROGRAM

**SUBMITTED:** Rob Terry   
Community Development Director

**APPROVED:** Nicole R. Zieba  
City Manager 

### **RECOMMENDATION**

Adopt Resolution No. 2017-094, which will replace Resolution 2017-017, ratifying the submittal of a 2016 grant application to the State of California, Department of Housing and Community Development (HCD), under its Housing-Related Parks Program.

### **EXECUTIVE SUMMARY**

Staff has been notified the 2016 Housing-Related Parks Program application submitted earlier this year for the Luke Trimble Rehabilitation Project has been selected for award funding at the maximum eligible amount. Due to a spreadsheet formula error associated with the State's application, the previously adopted resolution (2017-017) notated a maximum grant amount that has been determined to be less than the actual eligible amount the City has been awarded. As such, staff is presenting Resolution 2017-094 to replace the aforementioned resolution; replacing notation of the incorrect lesser amount (\$157,875.00) with the corrected higher amount (\$208,050.00). This action will allow for HCD to complete the award process, and prepare the Standard Agreement for agency signing. Staff will return to Council with additional items and activities associated with accepting the award and allocating the grant dollars appropriately at a later date.

### **BACKGROUND**

On March 14, 2017, Council adopted Resolution 2017-017, ratifying the submittal of a grant application to the State of California, Department of Housing and Community Development, under its 2016 Housing-Related Parks Program for the infill details of the Luke Trimble



Rehabilitation Project. Recently, staff has been notified the application has been selected to receive award funding at the maximum eligible amount. Due to a spreadsheet formula error associated with the State's application, the maximum allowable amount was previously determined to be \$157,875.00, which was referenced in the Resolution 2017-017, ratifying the grant application submission. With this input error corrected, the true maximum eligible amount has now been identified as \$208,050.00. As such, a resolution notating the corrected amount must be submitted to HCD to accommodate the completion of the award process and move forward with the preparation of the Standard Agreement for agency signing. Staff will return to Council with additional items and activities associated with accepting the award and allocating the dollars appropriately at a later date.

### **FISCAL IMPACT**

Following completion of the award process and agreement preparations with HCD, staff will return to the Council with a budget amendment to allow for acceptance and allocation of the grant dollars.

### **PRIOR COUNCIL ACTIONS**

Round 1 (2015) of the grant application package associated with this program and project was presented to, and approved by, the City Council on January 26, 2016, via Resolution No. 2016-003. Resolution 2016-089 was consequently approved which superseded the originally approved resolution.

Round 2 (2016) of the grant application package associated with this program and project was presented to, and ratified by, the City Council on March 14, 2017, via Resolution No. 2017-017.

### **ATTACHMENTS**

1. Resolution No. 2017-094
2. March 14, 2017 Council Staff Report and Attachments

Motion: \_\_\_\_\_

Second: \_\_\_\_\_

**RESOLUTION NO. 2017-094**

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF REEDLEY, RATIFYING THE SUBMITTAL OF A GRANT APPLICATION TO THE STATE OF CALIFORNIA, DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, UNDER ITS HOUSING-RELATED PARKS PROGRAM.**

**WHEREAS**, the State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability (NOFA) under its Housing Related Parks Program (HRP); and

**WHEREAS**, the City of Reedley (Applicant) desired to apply for a HRP Program grant and submit the 2016 Designated Program Year Application Package and Standard Agreement, released by the Department for the HRP Program; and

**WHEREAS**, the Department is authorized to approve funding allocations for the HRP Program, subject to the terms and conditions of the NOFA, Program Guidelines, Application Package and Standard Agreement; and

**WHEREAS**, the deadline to submit the grant application fell before staff resources were available to present the item at the next available City Council meeting date; and

**WHEREAS**, the City Manager of the City of Reedley signed the Grant Application in order to meet the submission deadline; and

**WHEREAS**, Resolution 2017-017 was originally submitted to HCD, which contained an incorrect "not to exceed" grant amount, requiring a corrected resolution to be provided.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Reedley using their independent judgment hereby resolves as follows:

1. The above recitals are true and correct; and
2. Applicant is hereby authorized to apply for to the Department the HRP Program Application Package for the 2016 Designated Program Year in an amount not to exceed \$208,050.00. If the application is approved, the Applicant is hereby authorized and directed to enter into, execute and deliver a State of California Standard Agreement (Standard Agreement) in an amount not to exceed \$208,050.00 and any and all other documents required or deemed necessary or appropriate to secure the HRP Program Grant from the Department and all amendments thereto (collectively, the HRP Grant Documents); and
3. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement. Funds are to be used for allowable capital asset project expenditures to be identified in Exhibit A of the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. Applicant hereby agrees to use the funds for eligible capital assets in the manner presented in the application as approved by the Department and in accordance with the NOFA and Program Guidelines and Application Package; and

4. The City Manager is authorized to execute in the name of Applicant the HRP Program Application Package and HRP Grant Document as required by the Department for participation in the HRP Program.
5. This resolution is effective upon adoption.

This foregoing resolution is hereby approved the 24th day of October, 2017, in the City of Reedley, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

ATTEST:

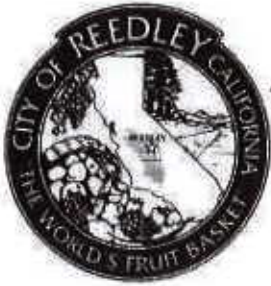
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Anita Betancourt, Mayor

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Sylvia B. Plata, City Clerk





## **REEDLEY CITY COUNCIL**

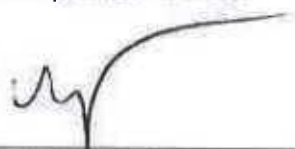
- ☐ Consent
- ☒ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing

ITEM NO: 9

**DATE:** March 14, 2017

**TITLE:** ADOPT RESOLUTION NO. 2017-017 RATIFYING THE SUBMITTAL OF A GRANT APPLICATION TO THE STATE OF CALIFORNIA, DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, UNDER ITS HOUSING-RELATED PARKS PROGRAM

**SUBMITTED:** Rob Terry   
Community Development Director

**APPROVED:** Nicole R. Zieba  
City Manager 

### **RECOMMENDATION**

Adopt Resolution No. 2017-017 ratifying the submittal of a grant application to the State of California, Department of Housing and Community Development, under its Housing-Related Parks Program.

### **EXECUTIVE SUMMARY**

On November 16, 2016, the Department of Housing and Community Development (Department) announced the release of a Notice of Funding Availability (NOFA) for the 2016 funding round of the Housing-Related Parks (HRP) Program. Staff previously identified and recommended the Luke Trimble Rehabilitation Project. An application for the new construction costs associated with this project was approved by the City Council for submission in early 2016 under the Department's 2015 application process, and consequently awarded.

For this current application, funding specific to the infill details of the project will be addressed, with a total request of \$157,875.00. Application submissions were due to the Department no later than 5 p.m. on February 23, 2017. Staff is presenting the attached resolution to ratify the application submission, which was submitted before the aforementioned deadline.

### **BACKGROUND**

On November 16, 2016, the Department of Housing and Community Development (Department) announced the release of a Notice of Funding (NOFA) for the 2016 funding round of the Housing-Related Parks (HRP) Program. The HRP Program is designed to

reward local governments that approve housing for lower-income households and are in compliance with State housing element law with grant funds to create or rehabilitate parks and/or recreational activities.

As part of the HRP Program Application, an applicant is required to identify project(s) and associated costs. Staff previously identified and recommended the Luke Trimble Rehabilitation Project. The scope of work would include, but not be limited to, the removal of existing swimming pools, equipment and locker rooms; and the construction of new restroom/equipment room, installation of a splash pad (with various water features), the abandonment of J Street adjacent to the site, installation of sidewalks, landscaping and improvements to the adjacent alley.

An application for the new construction costs associated with this project was approved by the City Council for submission in early 2016 under the Department's 2015 application process (see Resolution No. 2016-08), totaling a request of \$847,700.00, for which the City was successfully awarded. The total project is estimated to cost \$923,200.00, with any needed balance of funding to come from park development impact fees.

For this current application, funding specific to the infill details of the project will be addressed. In-line with program regulations, a maximum of \$105,250.00 is eligible, based upon the total number of eligible bedrooms in the infill area. Program regulations also indicate a 50% inclusion of "bonus funds" be requested with the maximum infill amount. As such, the total request of this application is \$157,875.00.

Application submissions were due to the Department no later than 5 p.m. on February 23, 2017. Due to the timing of this submission deadline, and staff levels during the preparation of the materials, staff was unable to deliver the staff report and associated resolution to City Council prior to the submission date. As such, staff is presenting the attached resolution to ratify the application submission, which was submitted before the aforementioned deadline. The Department will allow for the placement of a final resolution (replacing the draft resolution within the application package) until March 23, 2017.

#### **FISCAL IMPACT**

Should the City be awarded the grant funds, a budget amendment will need to be prepared and approved by the City Council.

#### **PRIOR COUNCIL ACTIONS**

The 2015 grant application package associated with this program and project was presented to, and approved by, the City Council on January 26, 2016, via Resolution No. 2016-003. Resolution 2016-089 was consequently approved which superseded the originally approved resolution.

#### **ATTACHMENTS**

1. Resolution No. 2017-017
2. Illustrative – Luke Trimble Facility
3. 2016 HRP Program Application Materials

Motion: \_\_\_\_\_

Second: \_\_\_\_\_

**RESOLUTION NO. 2017-017**

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF REEDLEY, RATIFYING THE SUBMITTAL OF A GRANT APPLICATION TO THE STATE OF CALIFORNIA, DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, UNDER ITS HOUSING-RELATED PARKS PROGRAM.**

**WHEREAS**, the State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability (NOFA) under its Housing Related Parks Program (HRP); and

**WHEREAS**, the City of Reedley (Applicant) desired to apply for a HRP Program grant and submit the 2016 Designated Program Year Application Package and Standard Agreement, released by the Department for the HRP Program; and

**WHEREAS**, the Department is authorized to approve funding allocations for the HRP Program, subject to the terms and conditions of the NOFA, Program Guidelines, Application Package and Standard Agreement; and

**WHEREAS**, the deadline to submit the grant application fell before staff resources were available to present the item at the next available City Council meeting date; and

**WHEREAS**, the City Manager of the City of Reedley signed the Grant Application in order to meet the submission deadline.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Reedley using their independent judgment hereby resolves as follows:

1. The above recitals are true and correct; and
2. Applicant is hereby authorized to apply for to the Department the HRP Program Application Package for the 2016 Designated Program Year in an amount not to exceed \$157,875.00. If the application is approved, the Applicant is hereby authorized and directed to enter into, execute and deliver a State of California Standard Agreement (Standard Agreement) in an amount not to exceed \$157,875.00 and any and all other documents required or deemed necessary or appropriate to secure the HRP Program Grant from the Department and all amendments thereto (collectively, the HRP Grant Documents); and
3. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement. Funds are to be used for allowable capital asset project expenditures to be identified in Exhibit A of the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. Applicant hereby agrees to use the funds for eligible capital assets in the manner presented in the application as approved by the Department and in accordance with the NOFA and Program Guidelines and Application Package; and
4. The City Manager is authorized to execute in the name of Applicant the HRP Program Application Package and HRP Grant Document as required by the Department for participation in the HRP Program.



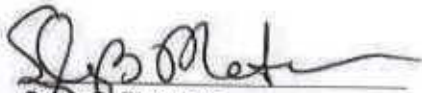
5. This resolution is effective upon adoption.

This foregoing resolution is hereby approved the 14th day of March, 2017, in the City of Reedley, by the following vote:

AYES: Beck, Soleno, Fast, Pinon, Betancourt.  
NOES: None.  
ABSTAIN: None.  
ABSENT: None.

  
Anita Betancourt, Mayor

ATTEST:

  
Sylvia B. Plata, City Clerk



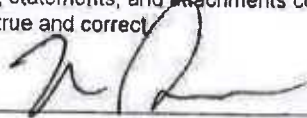




Department of Housing and Community Development  
**HOUSING-RELATED PARKS PROGRAM**

Grant Application  
2016 Designated Program Year NOFA

Applicant Information			
Applicant:	City of Reedley		
Mailing Address:	1717 9th Street		
City:	Reedley		
State:	California	Zip Code:	93654
County:	Fresno		
Website:	www.reedley.com		
Authorized Representative Name:	Nicole Zieba		
Authorized Representative Title:	City Manager		
Phone:	559.637.4200 ext 212	Fax:	
Email:	nicole.zieba@reedley.ca.gov		
Contact Person Name:	Joel Glick		
Contact Person Title:	Community Services Director		
Phone:	559.637.4203	Fax:	
Email:	joel.glick@reedley.ca.gov		

Applicant Certification	
As the official designated by the governing body, I hereby certify that if approved by HCD for funding through the HRP Program, the <u>City of Reedley</u> assumes the responsibilities specified in the HRP Program Notice of Funding Availability and Program Guidelines and certifies that the information, statements, and attachments contained in this application are, to the best of my knowledge and belief, true and correct.	
Signature 	Name: <u>Nicole Zieba</u>
Date: <u>February 21, 2017</u>	Title: <u>City Manager</u>

Updated November 2016



## Park and Recreation Facility (Park Project) Description

Applicant:	City of Reedley
Park Project Name:	Luke Trimble Rehabilitation Project
Type of Park Project:	Creation <input type="checkbox"/> Development <input type="checkbox"/> Rehabilitation <input checked="" type="checkbox"/>
Park Project Location (include address, if known, or otherwise indicate nearest intersection): <b>196 N. Reed Avenue, Reedley, CA</b>	
Park Project Census Tract: <small>(please use 11-digit census tract number as detailed in instructions)</small>	06-019-006700
Senate & Assembly District for Park Project Location:	Senate District: 14 Assembly District: 31

### Park Project Summary:

The Luke Trimble Rehabilitation Project Scope of work includes, but is not limited to, removal of the existing swimming pools, equipment and locker rooms, construction of new restroom/equipment room, installation of a splash pad with various water features, abandonment of J Street, installation of sidewalks, landscaping and improvement of the adjacent alley.

Will the Park Project be in support of any Infill developments, as described in Section 106(F)? \* If so, please name at least one development and indicate the development status (indicate N/A if not applicable) OR Does the jurisdiction's adopted General Plan conform to the region's adopted Regional Blueprint Plan? If so, please complete the Regional Blueprint Bonus Coversheet (next tab) and attach supporting documentation as required.

Infill-Supporting		OR	Regional Blueprint		If claiming Infill-Supporting, provide name/address of at least one Infill development and status: Please see attachment.
NO	YES		NO	YES	
<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Will the Park be located within a Disadvantaged Community, as described in Section 106(D)? \* Please note: to receive bonus funds the application must include supporting documentation.

YES	NO	Please see attachment.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Will the Park be located within a Park-Deficient Community, as described in Section 106(E)? \* Please note: to receive bonus funds the application must include supporting documentation.

YES	NO	Please see attachment.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	

### Project Cost Breakdown and Other Funding Sources

#### Project Cost

Subproject	Estimated Cost		Subproject	Estimated Cost
Mobilization and Demolition	\$216,300.00			
Park/Public Improvements	\$547,050.00			
Contingency	\$109,850.00			
<b>Total Project Cost:</b>				<b>\$873,200.00</b>

#### Other Funding Sources

Name of Source	Dollar Amount		Name of Source	Dollar Amount
Contingency	\$50,000			
<b>Total Other Funds</b>				<b>\$50,000.00</b>

\* Applicable Bonus Funds as detailed in Section 106 of the Program Guidelines  
2015 City of Housing-Related Parks Program Application

## Comprehensive Unit Listing

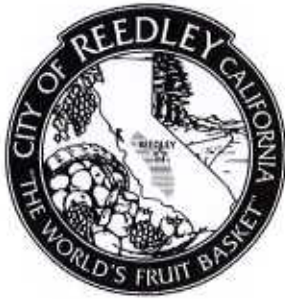
Applicant: City of Reedley

Please provide a listing, by unique project identifier used in the Housing Project Cover Sheet, of all units contained in this application. The Department will use this listing in both reviewing the application to determine eligibility of each project and calculating the final grant award amount. There should be a separate line entry for each of the Housing Project Cover Sheets included in the application. Please list the projects in the same order as they appear in the application to facilitate the application review process.

**\*\*If necessary, please add additional rows to accommodate all eligible projects but be sure to copy formatting to carry forward associated formulas\*\***

Project Cover Sheet #	Project Name/Identifier from Housing Project Cover Sheet	Unit Count							Base Award Amount	Bonus Awards						TOTAL	
		A	B	C	D	E	F	G		New Construction Units?	Infill Units?	Infill-Supporting/Regional Blueprint?	Park-Deficient Community?	Disadvantaged Community?	Total Bonus Funds		Total Award Amount
		# of ELI units	# of VL units	# of L units	# of ELI bedrooms	# of VL bedrooms	# of L bedrooms	Total # of bedrooms									
	SAMPLE PROJECT	1	24	30	3	50	31	84	\$56,000	No	No	Yes	No			\$8,400	\$64,400
1	Riverland Apartments	8	47	20	15	34	2	51	\$41,500	No	Yes	No	Yes	Yes		\$63,750	\$105,250
2								0	\$0							\$0	\$0
3								0	\$0							\$0	\$0
4								0	\$0							\$0	\$0
5								0	\$0							\$0	\$0
6								0	\$0							\$0	\$0
7								0	\$0							\$0	\$0
8								0	\$0							\$0	\$0
9								0	\$0							\$0	\$0
10								0	\$0							\$0	\$0
11								0	\$0							\$0	\$0
12								0	\$0							\$0	\$0
13								0	\$0							\$0	\$0
14								0	\$0							\$0	\$0
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19								0	\$0							\$0	\$0
20								0	\$0							\$0	\$0
21								0	\$0							\$0	\$0
22								0	\$0							\$0	\$0
23								0	\$0							\$0	\$0
24								0	\$0							\$0	\$0
25								0	\$0							\$0	\$0
26								0	\$0							\$0	\$0
27								0	\$0							\$0	\$0
TOTAL		8	47	20	15	34	2	51	\$41,500							\$63,750	\$105,250





## REEDLEY CITY COUNCIL

- ☐ Consent
- ☒ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing

ITEM NO: 10

DATE: October 24, 2017

TITLE: APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY FOR THE PROVISION OF MEDICAL COVERAGE FOR ELIGIBLE CITY EMPLOYEES, RETIREES, AND DEPENDANTS FOR THE 2018 CALENDAR YEAR

SUBMITTED: Paul A. Melikian, Assistant City Manager 

APPROVED: Nicole R. Zieba, City Manager 

### RECOMMENDATION

It is recommended that the City Council approve and authorize the City Manager to execute all documents necessary for the provision of medical coverage for eligible City employees, retirees, and dependents for the 2018 calendar year.

### EXECUTIVE SUMMARY

Last fall, the City had to move quickly to leave the San Joaquin Valley Insurance Authority (SJVIA) which had responded to their significant financial shortfall by passing along inordinately high cost increases (26%+) to plans of the agencies it had invited to join their joint powers authority several years earlier, while reserving a much lower increase to the founding members. There was little time to find viable alternatives, and staff, working with the City's insurance broker, Horstmann Financial & Insurance Services, quickly identified a viable option of obtaining medical plan coverage directly with Blue Cross and Kaiser. The HMO and PPO plans were similar to what were previously available through the City's participation in the SJVIA.

Over the summer, the City's broker solicited bids from various providers, and came back with a renewal for Blue Cross and another bid from Blue Shield that closely resembles our current HMO and PPO plans, with some improvements. Other bids were received that either drastically exceeded the City budget for health insurance, or offered a significant amount of savings to the City but unacceptably reduced coverages for employees and their families. The renewal from Blue Cross of the City's current plans with no changes would result in an almost 13% increase to premiums in 2018. Blue Shield however, submitted a competitive bid with very similar, and in some cases identical or better coverages that would result in a modest 2.0%-2.4% savings over 2017 premiums.

In addition, representatives from Horstmann Financial & Insurance Services also looked into Medicare plans and is recommending that the City remains with its current provider, Benistar (Hartford) for 2018, though there will be 4.76% and 4.84% rate increases for the Retiree Post-65 and



Pre-65 medical plans and Express Scripts Group Medicare Part D plans, respectively. Although the retiree plans will experience cost increases next year, the additional cost is well within budgeted assumptions and no additional impact to City funds will occur.

Staff held meet and confer sessions with both labor units and has shared all available information with them.

### **BACKGROUND**

Attached are side by side plan comparisons for current 2017 HMO, PPO, and Kaiser medical plans to 2018 plans. The first page of the attachment shows current 2017 plan year premiums and City and employee contributions compared to the most current estimate of contributions for 2018 with the transition to Blue Shield. Based on the City's current contribution formula of the average of the two lowest priced plans, the PPO plan remains \$0 out of pocket and required employee contributions to HMO and Kaiser plans are actually reduced.

The following pages of the attachment illustrate the comparisons between the individual plans. There are some positive changes, namely that the maximum out of pocket for the HMO plan actually decreases with Blue Shield, and the out of pocket expenses on prescriptions is slightly reduced. There will also be a "telephonic or virtual visit" available with a doctor that was not previously available for a drastically reduced \$5 co-pay. This may be a great solution for recurring, known, or less severe issues, saving a lot of time in getting to and from the doctor, and waiting. Perhaps the most important aspect of the transition is that Blue Shield has the same doctor network as the current Blue Cross plans, so in all likelihood, employees and family members will be able to keep all of their medical providers.

Staff are pleased with the results of the medical plan bid process, and the ability of the City to maintain, or even improve upon some coverage areas to employees, retirees, and their families, while reducing benefit costs in 2018. This is especially important to consider because of another area of employee benefits, namely pensions, are expected to drastically increase in cost to the City over the next six years.

### **FISCAL IMPACT**

The impact of all changes to medical plan premiums is expected to be fairly neutral in 2018, which is extremely fortunate given what is occurring in the wider industry and that we are maintaining or even improving benefit levels. Based on the City's current contribution formula for medical benefits, the overall expenditure for HMO, PPO and Kaiser plans will be reduced by approximately 2%-2.4%, depending upon the ultimate enrollment mix of single, employee +1 and family plans. This equates to roughly \$60,000 savings in 2018 over what staff anticipates spending in 2017.

However, it is important to note that these savings are partially offset by 4.76% and 4.84% rate increases for the Retiree Post-65 and Pre-65 medical plans and Express Scripts Group Medicare Part D plans, respectively. Although the retiree plans will experience cost increases next year, the additional cost is well within budgeted assumptions and no additional impact to City funds will occur.

### **ATTACHMENTS**

Rate Comparison 2017 vs. 2018  
Benefit Comparisons for HMO, PPO & Kaiser Plans

**CURRENT**

<b>CITY OF REEDLEY</b> ANTHEM BLUE CROSS & KAISER DIRECT - MONTHLY RATES EMPLOYER MONTHLY CONTRIBUTIONS & EMPLOYEE MONTHLY PAYROLL DEDUCTIONS EFFECTIVE JANUARY 1, 2017 <b>Active Regular Full-Time Employees</b>				
Total Monthly Cost	Employee Only	Employee + 1	Employee + 2 or more	
Anthem Blue Cross PPO	\$580.41	\$1,214.94	\$1,734.11	
Anthem Blue Cross HMO	\$602.92	\$1,262.23	\$1,801.66	
Kaiser	\$715.65	\$1,427.76	\$1,855.02	
<b>City's Monthly Contribution</b>				
Employee Only	Employee + 1	Employee + 2 or more		
<b>Blended Anthem PPO &amp; Anthem HMO</b> Average of two lowest cost plans	<b>\$591.67</b>	<b>\$1,238.59</b>	<b>\$1,767.89</b>	
<b>Employee Monthly Contribution</b>				
Employee Only	Employee + 1	Employee + 2 or more		
Anthem Blue Cross PPO	\$0.00	\$0.00	\$0.00	
Anthem Blue Cross HMO	\$11.25	\$23.64	\$33.77	
Kaiser	\$123.98	\$189.17	\$87.13	
<b>Employee Annual Contribution</b>				
Employee Only	Employee + 1	Employee + 2 or more		
Anthem Blue Cross PPO	\$0.00	\$0.00	\$0.00	
Anthem Blue Cross HMO	\$135.00	\$283.68	\$405.24	
Kaiser	\$1,487.76	\$2,270.04	\$1,045.56	

**NEW**

<b>CITY OF REEDLEY</b> ANTHEM BLUE CROSS & KAISER DIRECT - MONTHLY RATES EMPLOYER MONTHLY CONTRIBUTIONS & EMPLOYEE MONTHLY PAYROLL DEDUCTIONS EFFECTIVE JANUARY 1, 2018 <b>Active Regular Full-Time Employees</b>				
Total Monthly Cost	Employee Only	Employee + 1	Employee + 2 or more	
Blue Shield PPO	\$580.41	\$1,214.94	\$1,734.11	
Blue Shield HMO	\$602.92	\$1,262.23	\$1,801.66	
Kaiser	\$714.53	\$1,425.52	\$1,852.11	
<b>City's Monthly Contribution</b>				
Employee Only	Employee + 1	Employee + 2 or more		
<b>Blended Anthem PPO &amp; Anthem HMO</b> Average of two lowest cost plans	<b>\$591.67</b>	<b>\$1,238.59</b>	<b>\$1,767.89</b>	
<b>Employee Monthly Contribution</b>				
Employee Only	Employee + 1	Employee + 2 or more		
Anthem Blue Cross PPO	\$0.00	\$0.00	\$0.00	
Anthem Blue Cross HMO	\$11.25	\$23.64	\$33.77	
Kaiser	\$122.86	\$186.93	\$84.22	
<b>Employee Annual Contribution</b>				
Employee Only	Employee + 1	Employee + 2 or more		
Anthem Blue Cross PPO	\$0.00	\$0.00	\$0.00	
Anthem Blue Cross HMO	\$135.00	\$283.68	\$405.24	
Kaiser	\$1,474.32	\$2,243.16	\$1,010.64	

# City of Reedley

Effective January 1, 2018

## Anthem Blue Cross vs Blue Shield HMO

**CURRENT**

**NEW**

	ABC HMO Anthem Blue Cross HMO 15	Blue Shield HMO Blue Shield HMO 20
	In Network Only	In Network Only
Deductible Individual/Family	None	None
Maximum Out of Pocket Individual	\$1,500	\$1,000
Maximum Out of Pocket Family	\$3,000	\$2,000
Physicians Services		
Primary Care Physician	\$15	\$20
Specialists	\$15	\$20
Telephonic or Virtual Visit	Not Available	\$5
Diagnostic Lab & X-Ray	No Charge	No Charge
CT or CAT, PET scan, & MRI	\$100	No Charge
Durable Medical Supply	20%	50%
Diabetic Supply	covered under Durable Medical Supply	20% (supplies for diabetic pump)
Hospital Inpatient	No Charge	No Charge
Outpatient Surgery	No Charge	No Charge
Hospital	No Charge	No Charge
Ambulatory Surgery Center	No Charge	No Charge
ER Charge	\$100	\$100
Ambulance	\$100	\$100 copay
Chiropractor/Acupuncturist	\$5 copay up to 40 visits	\$10 copay up to 30 visits
Generic	Tier 1 Tier 2 Tier 3 Tier 4	Tier 1 Tier 2 Tier 3 Tier 4
Formulary Drugs	\$5/ \$20 (tier 1a & 1b)	\$10
Non Formulary Drugs	\$30	\$25
Specialty Drugs	\$50	\$40
	30% to \$250 Max Copay	30% to \$200 per month

The above benefit comparisons are provided as a courtesy of Horstmann Financial and Insurance Services and are for discussion purposes only. Please refer to the EOC provided by the carrier to verify benefits. Horstmann Financial and Insurance Services is clear of any liability for any errors that may occur in the transference of information. This analysis does not amend, extend or alter the coverage provided by the actual insurance policies or contracts.

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9/25/2017



# City of Reedley

Anthem Blue Cross vs Blue Shield PPO

**CURRENT**

Effective January 1, 2018

**NEW**

	ABC PPO		Blue Shield PPO	
	Anthem Blue Cross PPO Classic 500/35/80/60		Blue Shield PPO Classic 500/35/80/60	
	In Network	Out of Network	In Network	Out of Network
Deductible Individual/Family	\$500 Ind/\$1,000 Family	\$1,500 Ind/\$4,500 Family	\$500 Ind/\$1,000 Family	\$10,000
Maximum Out of Pocket Individual	\$3,000	\$10,000	\$3,000	\$10,000
Maximum Out of Pocket Family	\$6,000	\$20,000	\$6,000	\$20,000
Physicians Services				
Primary Care Physician	\$35 copay (Ded Waived)	40% after Deductible	\$35 copay (Ded Waived)	40% after Deductible
Specialists	\$35 copay (Ded Waived)	40% after Deductible	\$35 copay (Ded Waived)	40% after Deductible
Live Health	\$35 copay (Ded Waived)	N/A	\$5 copay (Ded Waived)	N/A
Diagnostic Lab & X-Ray				
	20% after Deductible	40% after Deductible (max \$350)	20% after Deductible	40% after Deductible (max \$350)
CT or CAT, PET scan, & MRI		40% after Deductible (max \$800)	20% after Deductible	40% after Deductible (max \$350)
Durable Medical Equipment		40% after Deductible	20% after Deductible	40% after Deductible
Hospital Inpatient		40% after Deductible (Benefit limited to \$1000 per day)	\$100 per admission then 20% after deductible	40% after Deductible (Benefit limited to \$600 per day)
Outpatient Surgery		20% after deductible		
Hospital		20% after deductible	20% after deductible	40% after Deductible (Benefit limited to \$350 per visit)
Ambulatory Surgery Center		20% after Deductible		20% after Deductible
ER Charge		\$100 Copay (waived if admit), then 20% after deductible		\$100 Copay (waived if admit), then 20% after deductible
Ambulance		20% after Deductible		20% after Deductible
Chiropractor/Acupuncturist		Chiropractic \$35 copay (Ded waived) 30 visits Acupuncture \$35 copay (ded waived) 20 visits		Chiropractic \$25 copay after Ded/20 visits Acupuncture \$25 copay after the Ded/20 visits
Generic		Tier 1 \$5/ \$20 (tier 1a & 1b)		40% after Deductible Maximums combined for in and out of network
Formulary Drugs		Tier 2 \$30		
Non Formulary Drugs		Tier 3 \$50		
Specialty Drugs		Tier 4 30% to \$250 Max Copay		
				30% to \$200 per month

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# City of Reedley Current and Renewal Kaiser

Effective January 1, 2018

**CURRENT**

**NEW**

	Kaiser HMO Kaiser HMO 15	Kaiser HMO Kaiser HMO 15
	In Network Only	In Network Only
Deductible Individual/Family	None	None
Maximum Out of Pocket Individual	\$1,500	\$1,500
Maximum Out of Pocket Family	\$3,000	\$3,000
Physicians Services		
Primary Care Physician	\$15	\$15
Specialists	\$15	\$15
Live Health	N/A	N/A
Diagnostic Lab & X-Ray	No Charge	No Charge
CT or CAT, PET scan, & MRI	No Charge	No Charge
Durable Medical Equipment	No Charge	No Charge
Hospital Inpatient	No Charge	No Charge
Outpatient Surgery		
Hospital	\$15	\$15
Ambulatory Surgery Center	\$15	\$15
ER Charge	\$50	\$50
Ambulance	No Charge	No Charge
Chiropractor/Acupuncturist	Chiropractic not covered Acupuncture not covered	Chiropractic not covered Acupuncture not covered
Generic	Generic \$5	Generic \$5
Formulary Drugs	Brand \$20	Brand \$20
Non Formulary Drugs	Non Formula \$20	Non Form \$20
Specialty Drugs	Paid as a brand named drug	20% to \$200 Max Copay (2018 benefit change)

The above benefit comparisons are provided as a courtesy of Horstmann Financial and Insurance Services and are for discussion purposes only. Please refer to the EOC provided by the carrier to verify benefits. Horstmann Financial and Insurance Services is clear of any liability for any errors that may occur in the transference of information.

This analysis does not amend, extend or alter the coverage provided by the actual insurance policies or contracts.

*Horstmann Financial & Insurance Services*

*License No. 0582941*

9/25/2017



## ***REEDLEY CITY COUNCIL***

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- ☐ Consent
- ☐ Regular Item
- ☒ Workshop
- ☐ Closed Session
- ☐ Public Hearing

ITEM NO: 11

**DATE:** October 24, 2017

**TITLE:** SURVEY RESULTS OF COUNCIL MEMBER STIPENDS PAID BY OTHER JURISDICTIONS, AS REQUESTED BY COUNCIL

**APPROVED:** Nicole R. Zieba  
City Manager

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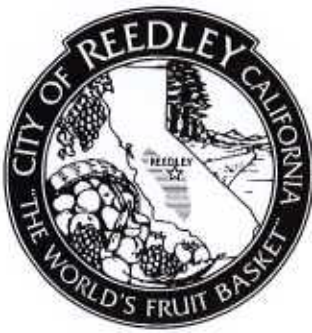
Attached is the information gathered regarding the stipends and benefits paid to Council Members in other jurisdictions, as requested during the Council Member Reports and Requests for Information portion of the City Council meeting on August 22<sup>nd</sup>.

### **ATTACHMENTS:**

Table – Council Member stipend survey results



City	Monthly Stipend	Other Benefits	TOTAL MONTHLY COMPENSATION
Reedley	\$150	<ul style="list-style-type: none"> <li>• Medical cost reimbursement up to \$643 per month</li> <li>• Dental and vision insurance eligibility/cost reimbursement</li> </ul>	\$793
Dinuba	\$300	<ul style="list-style-type: none"> <li>• \$25 per month auto allowance</li> <li>• Health insurance options</li> </ul>	\$325
Fowler	\$150 Mayor receives \$200	<ul style="list-style-type: none"> <li>• No benefits</li> </ul>	\$150 (\$200)
Huron	\$300	<ul style="list-style-type: none"> <li>• \$50,000 life insurance policy</li> </ul>	\$300
Kerman	\$125 per meeting, not to exceed \$300 per month	<ul style="list-style-type: none"> <li>• No benefits</li> </ul>	\$300
Kingsburg	\$250 Mayor receives \$300	<ul style="list-style-type: none"> <li>• No benefits</li> </ul>	\$250 (\$300)
Mendota	\$300	<ul style="list-style-type: none"> <li>• Medical and dental insurance; if insurance is declined, Council Members receive a \$500 per month "in-lieu" payment.</li> </ul>	\$800
Orange Cove	\$300 Mayor receives \$450	<ul style="list-style-type: none"> <li>• Optional health, dental, vision insurance</li> </ul>	\$300 (\$450)
Parlier	No stipend	<ul style="list-style-type: none"> <li>• No benefits</li> </ul>	\$0
San Joaquin	\$175	<ul style="list-style-type: none"> <li>• Medical/dental/vision covered 100%</li> </ul>	\$758
Sanger	\$300	<ul style="list-style-type: none"> <li>• \$400 per month auto allowance</li> </ul>	\$700
Selma	\$300	<ul style="list-style-type: none"> <li>• Health and life insurance benefits covered 100%.</li> <li>• Mayor receives \$30 per month cell phone stipend</li> </ul>	\$1,700



## **REEDLEY CITY COUNCIL**

- ☐ Consent
- ☐ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing
- ☒ Receive/Review

ITEM NO: 12

**DATE:** October 24, 2017

**TITLE:** RECEIVE, REVIEW, AND FILE THE 2016-17 FISCAL YEAR ANNUAL DEVELOPMENT IMPACT FEE REPORT

**SUBMITTED:** Paul A. Melikian, Assistant City Manager

**APPROVED:** Nicole R. Zieba, City Manager

### **RECOMMENDATION**

That the City Council receive, review, and file the 2016-17 Annual Developer Impact Fee Report as required by State law. The attached 2016-17 Impact Fee Report is in compliance with the State Law, Government Code Section 66006(a) and (b), therefore no action is required other than to receive, review, and file the report.

### **BACKGROUND**

A Development Impact Fee is a monetary exaction other than a tax or special assessment that is charged by a local governmental agency to an applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project. (Gov't Code § 66000(b).) Agencies that collect and utilize Developer Impact Fees are required to provide information on each fund or account established for the collection of impact fees. Within 180 days after the last day of each fiscal year, this information must be made available to the public for the period covered by that fiscal year. The information must provide the following:

1. A brief description of the type of fee in the fund.
2. The amount of the fee.
3. The beginning and ending balances of the fund.
4. The amount of fees collected and the interest earned.
5. An identification of each public improvement on which fees were expended and the amount of expenditures on each improvement, including the total percentage of the improvement that was funded with Impact fees.
6. An identification of an approximate date by which the construction of the public improvement will commence if the City determines that sufficient funds have been collected to complete financing on an incomplete public improvement.
7. A description of each inter-fund transfer or loan made from the fund, including the public improvement on which the transferred or loaned fees were expended; and in the case of an inter-fund loan, the date on which the loan will be repaid and the rate of interest that will be received on the loan.

8. The amount of refunds made per Government Code Section 66001(e).

Once the information is made available to the public, but not less than 15 days from the date it is made available, the City Council must review the information at its next regularly scheduled meeting. The 2016-17 Impact Fee Report provides information on the following infrastructure service types (funds):

- Fund 100 - Transportation Facilities
- Fund 102 - Law Enforcement Facilities
- Fund 103 - Fire Facilities
- Fund 104 – Storm Drainage Facilities
- Fund 105 – Wastewater Facilities
- Fund 109 - Park & Recreation Facilities
- Fund 110 – General Govt Facilities
- Fund 111 – Water Facilities

The attached report includes a summary for all funds and individual pages that provide detail of activity by infrastructure service type. Current Development Impact Fees are published in the Citywide Master Fee Schedule, and were last updated in March 2015 after the adoption of the Development Impact fee justification study. The fee study resulted in a partial consolidation the impact fee funds.

#### **FISCAL IMPACT**

There is no fiscal impact as a result of filing this annual report.

#### **PRIOR COUNCIL ACTIONS:**

On October 25, 2016 the City Council received the 2015-16 Developer Impact Fee Report.

#### **ATTACHMENTS**

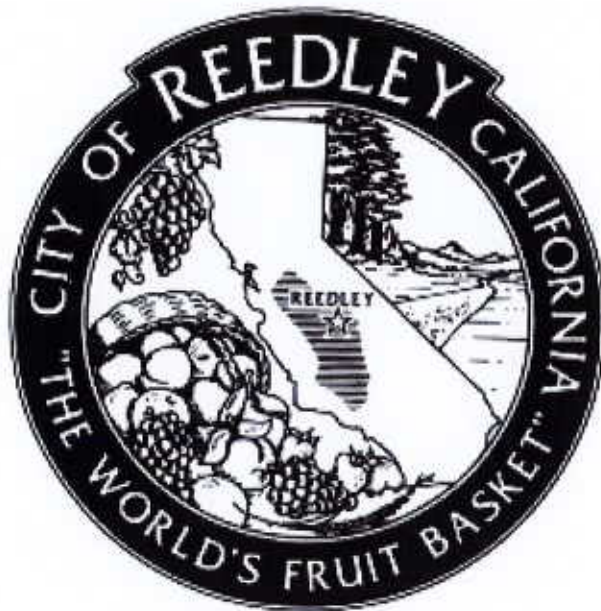
2016-17 Development Impact Fee Report



# **City of Reedley**

## **Development Impact Fee**

### **Annual Report**



## **Fiscal Year 2016-17**

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# City of Reedley Master Fee Schedule

## Community Development Department

### Developer Impact Fee Detail by Infrastructure

Service Type:	Fee	Resolution No.
<b>Transportation Facilities:</b>		
<b>Residential</b>		
Single Family \$	5,066.00	2015-022
Multi-Family	3,377.00	2015-022
<b>Non-Residential</b>		
Commercial \$	2,218.00	2015-022
Industrial	1,141.00	2015-022
Institutional/Other	359.00	2015-022
<b>Commerical/Industrial - Per sq. ft.</b>		
Commercial \$	2.220	2015-022
Industrial	1.141	2015-022
Institutional/Other	0.359	2015-022
<b>City Center (25% Reduction) - Per sq. ft.</b>		
Commercial \$	1.67	2015-022
Industrial	0.856	2015-022
Institutional/Other	-	2015-022
<b>Law Enforcement Facilities:</b>		
<b>Residential</b>		
Single Family \$	120.00	2015-022
Multi-Family	80.00	2015-022
<b>Non-Residential</b>		
Commercial \$	52.00	2015-022
Industrial	27.00	2015-022
Institutional/Other	8.00	2015-022
<b>Commerical/Industrial - Per sq. ft.</b>		
Commercial \$	0.050	2015-022
Industrial	0.027	2015-022
Institutional/Other	0.008	2015-022
<b>City Center (25% Reduction) - Per sq. ft.</b>		
Commercial \$	0.04	2015-022
Industrial	0.022	2015-022
Institutional/Other	-	2015-022



# City of Reedley Master Fee Schedule

## Community Development Department

### Developer Impact Fee Detail by Infrastructure

Service Type:	Fee	Resolution No.
<b>Fire Facilities:</b>		
<b>Residential</b>		
Single Family \$	999.00	2015-022
Multi-Family	666.00	2015-022
<b>Non-Residential</b>		
Commercial \$	437.00	2015-022
Industrial	225.00	2015-022
Institutional/Other	71.00	2015-022
<b>Commerical/Industrial - Per sq. ft.</b>		
Commercial \$	0.440	2015-022
Industrial	0.225	2015-022
Institutional/Other	0.072	2015-022
<b>City Center (25% Reduction) - Per sq. ft.</b>		
Commercial \$	0.330	2015-022
Industrial	0.169	2015-022
Institutional/Other	-	2015-022
<b>General Government Facilities</b>		
<b>Residential</b>		
Single Family \$	94.00	2015-022
Multi-Family	63.00	2015-022
<b>Non-Residential</b>		
Commercial \$	41.00	2015-022
Industrial	21.00	2015-022
Institutional/Other	7.00	2015-022
<b>Commerical/Industrial - Per sq. ft.</b>		
Commercial \$	0.040	2015-022
Industrial	0.021	2015-022
Institutional/Other	0.007	2015-022
<b>City Center (25% Reduction) - Per sq. ft.</b>		
Commercial \$	0.030	2015-022
Industrial	0.017	2015-022
Institutional/Other	-	2015-022

# City of Reedley Master Fee Schedule

## Community Development Department

### Developer Impact Fee Detail by Infrastructure Service Type:

Fee

Resolution No.

#### Storm Drain Facilities:

##### Residential

Single Family \$	4,396.00	2015-022
Multi-Family	2,931.00	2015-022

##### Non-Residential

Commercial \$	1,925.00	2015-022
Industrial	990.00	2015-022
Institutional/Other	311.00	2015-022

##### Commerical/Industrial - Per sq. ft.

Commercial \$	1.922	2015-022
Industrial	0.990	2015-022
Institutional/Other	0.311	2015-022

##### City Center (25% Reduction) - Per sq. ft.

Commercial \$	1.443	2015-022
Industrial	0.743	2015-022
Institutional/Other	-	2015-022

#### Wastewater Facilities:

##### Residential

Single Family \$	2,521.00	2015-022
Multi-Family	1,680.00	2015-022

##### Non-Residential

Commercial \$	1,104.00	2015-022
Industrial	568.00	2015-022
Institutional/Other	178.00	2015-022

##### Commerical/Industrial - Per sq. ft.

Commercial \$	1.104	2015-022
Industrial	0.568	2015-022
Institutional/Other	0.178	2015-022

##### City Center (25% Reduction) - Per sq. ft.

Commercial \$	0.828	2015-022
Industrial	0.426	2015-022
Institutional/Other	-	2015-022

# City of Reedley Master Fee Schedule

## Community Development Department

### Developer Impact Fee Detail by Infrastructure Service Type:

Fee

Resolution No.

#### Water Facilities:

##### Residential

Single Family \$	1,984.00	2015-022
Multi-Family	1,323.00	2015-022

##### Non-Residential

Commercial \$	869.00	2015-022
Industrial	447.00	2015-022
Institutional/Other	140.00	2015-022

##### Commerical/Industrial - Per sq. ft.

Commercial \$	0.869	2015-022
Industrial	0.447	2015-022
Institutional/Other	0.140	2015-022

##### City Center (25% Reduction) - Per sq. ft.

Commercial \$	0.651	2015-022
Industrial	0.335	2015-022
Institutional/Other	-	2015-022

#### Park and Recreational Facilities:

##### Residential

Single Family \$	1,299.00	2015-022
Multi-Family	866.00	2015-022

##### Non-Residential

Commercial \$	569.00	2015-022
Industrial	293.00	2015-022
Institutional/Other	92.00	2015-022

##### Commerical/Industrial - Per sq. ft.

Commercial \$	0.569	2015-022
Industrial	0.293	2015-022
Institutional/Other	0.092	2015-022

##### City Center (25% Reduction) - Per sq. ft.

Commercial \$	0.426	2015-022
Industrial	0.222	2015-022
Institutional/Other	-	2015-022



Summary Annual Development Impact Fee Report for FY 2016-17

Fund - Infrastructure Service Type	Fund Balance June 30, 2016	2016-17 Revenue	2016-17 Expenditures	Fund Balance June 30 2017	2017-18 Estimated Revenue	2017-18 Adopted Budget	Projected Ending Resources Available June 30, 2018
Fund 100 - Transportation Facilities	\$ 91,922	\$ 79,612	\$ 36,160	\$ 135,374	\$ 34,162	\$ 145,051	\$ 24,485
Fund 102 - Law Enforcement Facilities	\$ 6,063	\$ 1,743	\$ 13,454	\$ (5,648)	\$ 1,780	\$ -	\$ (3,868)
Fund 103 - Fire Facilities	\$ 261,699	\$ 16,491	\$ 908	\$ 277,282	\$ 6,396	\$ 13,531	\$ 270,147
Fund 104 - Storm Drain Facilities	\$ 160,703	\$ 82,866	\$ 89,931	\$ 153,638	\$ 31,825	\$ 24,190	\$ 161,273
Fund 105 - Wastewater Facilities	\$ 183,670	\$ 39,867	\$ 12,712	\$ 210,825	\$ 18,816	\$ 11,351	\$ 218,290
Fund 109 - Parks & Recreation Facilities	\$ 26,470	\$ 20,411	\$ 34,961	\$ 11,920	\$ 13,110	\$ 15,794	\$ 9,236
Fund 110 - General Government Facilities	\$ 444,752	\$ 22,149	\$ 241,273	\$ 225,628	\$ 21,180	\$ 34,936	\$ 211,872
Fund 111 - Water Facilities	\$ 23,019	\$ 37,108	\$ 13,616	\$ 46,511	\$ 18,308	\$ 3,421	\$ 61,398
<b>Total</b>	<b>\$ 1,198,297</b>	<b>\$ 300,247</b>	<b>\$ 443,015</b>	<b>\$ 1,055,529</b>	<b>\$ 145,577</b>	<b>\$ 248,274</b>	<b>\$ 952,832</b>

**Annual Development Impact Fee Report 2016-17****Fund 100 - Transportation Facilities**

<b>Beginning Fund Balance</b>	<b>\$</b>	<b>91,922</b>
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**Revenue 2016-17**

Development Impact Fees	\$	79,407
Investment Interest	\$	205
	\$	79,612

**Expenditures 2016-17**

DIF Administration Services	\$	27,240
Prior Year Purchase Orders	\$	8,920
	\$	36,160

<b>Ending Fund Balance</b>	<b>\$</b>	<b>135,374</b>
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**Revenue 2017-18**

Development Impact Fees	\$	31,632
Investment Interest	\$	2,530
	\$	34,162

**Appropriations 2017-18**

DIF Administration Services	\$	2,582
I-8TH STOP SIGN	\$	100,000
Prior Year Purchase Orders	\$	42,469
	\$	145,051

<b>Projected Ending Resources Available</b>	<b>\$</b>	<b>24,485</b>
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**Annual Development Impact Fee Report 2016-17****Fund 102 - Law Enforcement Facilities**

<b>Beginning Fund Balance</b>	<b>\$</b>	<b>6,063</b>
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**Revenue 2016-17**

Development Impact Fees	\$	1,880
Investment Interest	\$	(137)
	\$	1,743

**Expenditures 2016-17**

DIF Administration Services	\$	1,816
Front Desk Security Update	\$	11,638
	\$	13,454

<b>Ending Fund Balance</b>	<b>\$</b>	<b>(5,648)</b>
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**Revenue 2017-18**

Development Impact Fees	\$	1,480
Investment Interest	\$	300
	\$	1,780

**Appropriations 2017-18**

	\$	-
	\$	-

<b>Projected Ending Resources Available</b>	<b>\$</b>	<b>(3,868)</b>
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**Annual Development Impact Fee Report 2016-17****Fund 103 - Fire Facilities**

<b>Beginning Fund Balance</b>	<b>\$</b>	<b>261,699</b>
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**Revenue 2016-17**

Development Impact Fees	\$	15,985
Investment Interest	\$	506
	\$	16,491

**Expenditures 2016-17**

DIF Administration Services	\$	908
Fire Training Facility	\$	-
	\$	908

<b>Ending Fund Balance</b>	<b>\$</b>	<b>277,282</b>
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**Revenue 2017-18**

Development Impact Fees	\$	6,246
Investment Interest	\$	150
	\$	6,396

**Appropriations 2017-18**

DIF Administration Services	\$	13,531
	\$	13,531

<b>Projected Ending Resources Available</b>	<b>\$</b>	<b>270,147</b>
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**Annual Development Impact Fee Report 2016-17****Fund 104 - Storm Drain Facilities**

<b>Beginning Fund Balance</b>	<b>\$</b>	<b>160,703</b>
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**Revenue 2016-17**

Development Impact Fees	\$	68,877
Investment Interest	\$	231
Miscellaneous	\$	13,758
	\$	82,866

**Expenditures 2016-17**

DIF Administration Services	\$	5,448
Reed Avenue Facility	\$	84,483
	\$	89,931

<b>Ending Fund Balance</b>	<b>\$</b>	<b>153,638</b>
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**Revenue 2017-18**

Development Impact Fees	\$	27,435
Investment Interest	\$	4,390
	\$	31,825

**Appropriations 2017-18**

DIF Administration Services	\$	8,673
Prior Year Purchase Orders	\$	15,517
	\$	24,190

<b>Projected Ending Resources Available</b>	<b>\$</b>	<b>161,273</b>
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**Annual Development Impact Fee Report 2016-17****Fund 105 - Wastewater Facilities**

<b>Beginning Fund Balance</b>	<b>\$</b>	<b>183,670</b>
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**Revenue 2016-17**

Development Impact Fees	\$	39,497
Investment Interest	\$	370
	\$	39,867

**Expenditures 2016-17**

DIF Administration Services	\$	12,712
	\$	12,712

<b>Ending Fund Balance</b>	<b>\$</b>	<b>210,825</b>
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**Revenue 2017-18**

Development Impact Fees	\$	13,816
Investment Interest	\$	5,000
	\$	18,816

**Appropriations 2017-18**

DIF Administration Services	\$	11,351
	\$	11,351

<b>Projected Ending Resources Available</b>	<b>\$</b>	<b>218,290</b>
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**Annual Development Impact Fee Report 2016-17****Fund 109 - Parks & Recreation Facilities**

<b>Beginning Fund Balance</b>	<b>\$</b>	<b>26,470</b>
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**Revenue 2016-17**

Development Impact Fees	\$	20,358
Investment Interest	\$	53
	\$	20,411

**Expenditures 2016-17**

DIF Administration Services	\$	4,540
Boats & Waterways Environ & Const Project	\$	18,589
CMAQ Parkway Extension	\$	108
Mueller Park Interfund Loan	\$	11,724
Prior Year Purchase Orders	\$	-
	\$	34,961

<b>Ending Fund Balance</b>	<b>\$</b>	<b>11,920</b>
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**Revenue 2017-18**

Development Impact Fees	\$	8,110
Investment Interest	\$	5,000
	\$	13,110

**Appropriations 2017-18**

DIF Administration Services	\$	1,969
Mueller Park Interfund Loan	\$	11,724
Prior Year Purchase Orders	\$	2,101
	\$	15,794

<b>Projected Ending Resources Available</b>	<b>\$</b>	<b>9,236</b>
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**Annual Development Impact Fee Report 2016-17****Fund 110 - General Government Facilities**

<b>Beginning Fund Balance</b>	<b>\$</b>	<b>444,752</b>
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**Revenue 2016-17**

Development Impact Fees	\$	1,502
Interfund Loan CC Project	\$	8,373
Interfund Loan Mueller Park	\$	11,724
Investment Interest	\$	550
	\$	22,149

**Expenditures 2016-17**

DIF Administration Services	\$	24,516
CDBG 15571	\$	52,900
Prior Year Purchase Orders	\$	143,865
Non Cash Balance Sheet Adjustments	\$	19,992
	\$	241,273

<b>Ending Fund Balance</b>	<b>\$</b>	<b>225,628</b>
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**Revenue 2017-18**

Development Impact Fees	\$	584
Interfund Loan CC Project	\$	8,373
Interfund Loan Mueller Park	\$	11,723
Investment Interest	\$	500
	\$	21,180

**Appropriations 2017-18**

DIF Administration Services	\$	13,308
Municipal Services Center - City Hall	\$	15,000
Prior Year Purchase Orders	\$	6,628
	\$	34,936

<b>Projected Ending Resources Available</b>	<b>\$</b>	<b>211,872</b>
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**Annual Development Impact Fee Report 2016-17****Fund 111 - Water Facilities**

<b>Beginning Fund Balance</b>	<b>\$</b>	<b>23,019</b>
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**Revenue 2016-17**

Development Impact Fees	\$	37,034
Investment Interest	\$	74
	\$	37,108

**Expenditures 2016-17**

DIF Administration Services	\$	13,616
	\$	13,616

<b>Ending Fund Balance</b>	<b>\$</b>	<b>46,511</b>
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**Revenue 2017-18**

Development Impact Fees	\$	14,308
Investment Interest	\$	4,000
	\$	18,308

**Appropriations 2015-16**

DIF Administration Services	\$	3,421
	\$	3,421

<b>Projected Ending Resources Available</b>	<b>\$</b>	<b>61,398</b>
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## REEDLEY CITY COUNCIL

- ☐ Consent
- ☐ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing
- ☒ Receive/Review

ITEM NO: 13

**DATE:** October 24, 2017

**TITLE:** RECEIVE, REVIEW, AND FILE THE QUARTERLY INVESTMENT REPORT FOR 1<sup>st</sup> QUARTER FISCAL YEAR 2017-18

**SUBMITTED:** Paul A. Melikian, Assistant City Manager

**APPROVED:** Nicole R. Zieba, City Manager

### RECOMMENDATION

That the City Council receive, review, and file the Quarterly Investment Report for 1<sup>st</sup> Quarter Fiscal Year 2017-18, ending September 30, 2017, as required by the City's Investment Policy last adopted on March 28, 2017. No action is required other than to receive, review, and file the report.

### EXECUTIVE SUMMARY

1<sup>st</sup> quarter 2017-18 net interest earnings (net of fees) total \$55,990 which is 46.9% of annual budgeted interest earnings of \$119,375 (across all funds). The prior 1<sup>st</sup> quarter net interest earnings for the same 12 month period one year ago (1<sup>st</sup> quarter FY 2016-17) were \$42,276. The attached investment/pooled cash report has been expanded to show additional detail for cash balances by City fund. The treasury pool for the City totals \$28,635,338 as of September 30, 2017, including \$14,434,928 in bond funds held in escrow for the Water Bonds Advanced Refunding from April 2017, and \$5,370,757 of 2011 RDA bond proceeds. The cash balances in the funds are at a point in time only, and do not reflect pending receivable or payable amounts. All financial investment instruments are constantly monitored and assessed for safety, liquidity and yield. The City's idle funds are currently in principal safe investments that protect its pooled cash, such as Rabobank's money market account, rolling Certificates of Deposit through Multi-Bank Securities in various FDIC insured accounts, and the Central San Joaquin Valley Risk Management Authority investment pool, managed by Chandler Asset Management.

All investments in the portfolio are in compliance with the City's current Investment Policy, and staff does not anticipate any issues with regard to the City's ability to meet expenditure requirements for the next six months. (Government Code section 53646)

### BACKGROUND

On March 28, 2017 the City Council approved the annual statement of investment policy. The policy includes a self-imposed, 'best practice' reporting requirement to implement a Government Finance Officers Association (GFOA) recommendation that an agency's investment policy explicitly require periodic reporting. The attached Pooled Cash Report for the end of 1<sup>st</sup> quarter fiscal year 2017-18 shows cash balances/market value and fiscal year end interest earnings for every cash account and investment vehicle as of September 30, 2017. It is important to note that the pooled cash report also includes unused bond proceeds, bond reserves, and funds held in escrow for advanced refundings held in trustee accounts, and RDA Successor Agency funds. Full account statements for all accounts are on file with the Administrative Services Department and available for inspection at any time.

Cash balances are pooled for investment and banking purposes, as it is not practical to have separate investment accounts for each City fund. Interest earnings are apportioned to each City fund based upon the percentage that a particular fund balance makes up of the total. For instance, if the City's General Fund balance was 10% of the total cash balances of the City, it would be credited with 10% of the investment interest earnings for the period.

### ATTACHMENTS

1<sup>st</sup> Quarter Fiscal Year 2017-18 Investment/Pooled Cash Report

## POOLED CASH REPORT September 2017

	ACTUAL CASH BALANCE OR PORTFOLIO MARKET VALUE	2017-18 FYTD INTEREST EARNINGS
PETTY CASH / CASH REGISTERS	\$ 4,000.00	\$ -
LAIF - LOCAL AGENCY INVESTMENT FUND	\$ 1,284.88	\$ 3
BNY - REDEVELOPMENT AGENCY BONDS - TRUSTEE ACCOUNTS*	\$ 706,088.71	\$ -
US BANK - WATER & SEWR BOND TRUSTEE ACCOUNTS*	\$ 14,434,927.81	\$ -
RABOBANK MONEY MARKET	\$ 1,804,656.58	\$ 965
RABOBANK CHECKING ACCOUNTS (OPERATING & PAYROLL)	\$ 726,591.07	\$ -
CHANDLER ASSET MANAGEMENT PORTFOLIO	\$ 4,848,594.17	\$ 19,587
MULTI BANK SECURITIES PORTFOLIO	\$ 6,001,685.89	\$ 30,839
CALPERS BENEFIT TRUST FUND	\$ 107,508.99	\$ 4,596
<b>ACTUAL FYTD TOTAL CASH - ALL FUNDS</b>	<b>\$ 28,635,338.10</b>	<b>\$ 55,990</b>

\* Funds required by bond agreements to be held in trust by fiscal agent may include a variety of different investment options including, but not limited to, CD's, Treasury Notes and Money Market Funds

2017-18 ALL FUNDS COMBINED ACTUAL FYTD INTEREST EARNINGS	\$ 56,925
2017-18 ALL FUNDS COMBINED ACTUAL FYTD BANK FEES	\$ (935)
2017-18 ALL FUNDS COMBINED NET ACTUAL BANK INTEREST	\$ 55,990
2017-18 ALL FUNDS COMBINED BUDGETED INTEREST EARNINGS	\$ 119,375
2017-18 PERCENTAGE OF ACTUAL NET YTD INTEREST EARNINGS TO BUDGET	46.902%

### Prior Fiscal Year Comparison - Same Period

2016-17 ALL FUNDS COMBINED ACTUAL FYTD INTEREST EARNINGS	\$ 43,792
2016-17 ALL FUNDS COMBINED ACTUAL FYTD BANK FEES	\$ (1,515)
2016-17 ALL FUNDS COMBINED NET ACTUAL BANK INTEREST	\$ 42,276
2016-17 ALL FUNDS COMBINED BUDGETED INTEREST EARNINGS	\$ 149,225
2016-17 PERCENTAGE OF ACTUAL NET YTD INTEREST EARNINGS TO BUDGET	28.331%

### COMPLIANCE STATEMENT

As of the date of this report, the actual investment portfolio was in compliance with all requirements of the City's Investment Policy. This report reflects all pooled cash and investments of the City, Housing Authority and RDA Successor Agency. There are sufficient funds to meet the City's expenditure requirements for the next 90 days.

Government Code Section 53601(i) Statutory Limit of 30% for Certificates of Deposit Investment of Total Portfolio - Current Actual is:

20.959%



# POOLED CASH REPORT

September 2017

FUND	FUND NAME	CASH BALANCE
001	General Fund	\$ (676,535)
002	General Fund Reserve Set Aside	\$ 1,088,709
003	Public Safety Sales Tax	\$ 334,689
004	Public Safety Sales Tax Police Capital Set Aside	\$ 53,443
005	Gas Tax	\$ (6,189)
007	Street Projects Federal and State Funding	\$ (828,101)
009	LTF - Article 4 Transit (Dial-A-Ride)	\$ (59,974)
010	LTF - Article 3 Sidewalks	\$ 74,738
011	LTF - Article 8 Streets	\$ 353,429
012	RULE 20	\$ 264,612
013	FCTA - New Technology Sustainable Aviation	\$ (8,760)
014	FCTA - Flexible Funding	\$ 705,943
015	FCTA - Americans with Disabilities Act (ADA)	\$ 24,175
016	FCTA - Street Maintenance	\$ 879,726
017	FCTA - Pedestrian and Trails	\$ 103,161
018	FCTA - Bike Facilities	\$ 25,449
024	Community Development Block Grant (CDBG)	\$ (183,658)
027	Senior Nutrition Federal Grant	\$ (1,736)
029	Public Education and Governmental Access (PEG)	\$ 704
030	Landscape Lighting and Maintenance District	\$ 51,864
032	Community Facilities District	\$ (141,978)
034	Streetscape	\$ 37,258
041	Airport	\$ (50,079)
048	Water Rate Stabilization	\$ 151,100
049	Water Capital	\$ (137,162)
050	Water	\$ 123,326
051	Sewer Capital	\$ 2,306,011
052	Sewer	\$ 529,583
053	Solid Waste	\$ 551,744
054	Solid Waste Capital	\$ 483,052
055	Vehicle Impact Fee	\$ 245,289
060	Equipment Shop ISF	\$ 38,720
065	Dental Benefit ISF	\$ 73,055
071	1970-1 Imp Dist	\$ -
073	Deposits in Trust	\$ 235,312
075	COPS Program	\$ 13,264
080	City Bond Funds	\$ 275,755
100	DIF - Transportation	\$ 134,180
102	DIF - Law	\$ (5,967)
103	DIF - Fire	\$ 275,587
104	DIF - Storm Drain	\$ 150,954
105	DIF - Wastewater Facilities	\$ 211,240
109	DIF - Parks & Recreation Facilities	\$ 7,899
110	DIF - General Government Facilities	\$ 201,049
111	DIF - Water Facilities	\$ 47,229
895	RDA Successor Bond Fund	\$ 5,095,002
896	RDA Successor Low and Moderate Income Housing	\$ 8,264
897	RDA Successor Retirement	\$ 438,945
	US Bank Trustee - Cash With Fiscal Agent	\$ 14,434,928
	BNY Trustee - Cash With Fiscal Agent	\$ 706,089
All Funds - Cash Total		\$ 28,635,338



**HANDOUTS  
OR  
POWER POINT  
PRESENTATION**



Public  
Comments

Reedley Downtown Association  
& Adventist Health Present

# SUPER HEROES NIGHT

## Ladies Night Out

Thursday, Nov. 9th  
6 - 9 P.M. • Tickets \$10

Food • Fun  
Giveaways

BEST OUTFIT

Wins  
\$100  
in RDA Bucks!

Meet you  
at the clock

Purchase tickets online at [reedleydowntown.com](http://reedleydowntown.com) or downtown merchants.

For more information call 559.856.1222

Public  
Comment



Public  
Comments